

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

KINERA LOVE,

Plaintiff,

VS.

**DOLLAR GENERAL
CORPORATION,
d/b/a DOLGENCORP, INC.**

Defendant.

CIVIL ACTION NO.:

3:06-CV-1147-MHT

**DOLGENCORP, INC.'S EVIDENTIARY SUBMISSION IN SUPPORT OF
ITS MOTION FOR SUMMARY JUDGMENT**

COMES NOW Defendant Dolgencorp, Inc.¹ (“Dolgencorp”), incorrectly named in the complaint as “Dollar General Corporation, d/b/a Dolgencorp, Inc.,” and submits its Evidentiary Submission in Support of its Motion for Summary Judgment.

1. Dolgencorp Employment Form.
2. Plaintiff Kinera Love's Deposition Transcript.
3. Acknowledgment Form.
4. Declaration of Charles McDonald with Attachments.
5. Plaintiff Kinera Love's Interrogatory Responses.
6. Declaration of Johnnie Todd.
7. Affidavit of Plaintiff Kinera Love.

¹ Defendant Dollar General Corporation was not Plaintiff's employer and, therefore, is incorrectly named in the Complaint. Plaintiff's employer was Dolgencorp, Inc., and accordingly, Dolgencorp's Motion for Summary Judgment is on behalf of Dolgencorp and Dollar General Corporation to the extent required, if at all.

8. Dollar General Personnel Action Form dated October 24, 2005.
9. Employee Handbook.

Respectfully submitted,

s/Christopher W. Deering
Bar No.: ASB-5555-I71C

s/Ryan M. Aday
Bar No.: ASB-3789-A54A

Christopher W. Deering, Esq.
Ryan M. Aday, Esq.
**Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.**
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Birmingham, Alabama 35203
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E-mail: ryan.aday@odnss.com

*Attorneys for Defendant
Dolgencorp, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on December 21st 2007, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Lateeffah Muhammad – lateeffahmuhammad@aol.com

s/Christopher W. Deering
Christopher W. Deering
Bar Number: ASB-5555-I71C
Attorney for Defendant,
Dolgencorp, Inc.

EXHIBIT 1

POLAR GENERAL EMPLOYMENT FORM

NOTE: EMPLOYER MUST PROVIDE SOCIAL SECURITY NUMBER TO EMPLOYEE
 EMPLOYEE MUST COMPLETE THIS FORM USING SOCIAL SECURITY NUMBER

ENTER SOCIAL SECURITY NUMBER: 416-08-6715

0	0	0	0	0	0	0	0	0	0
1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9

Write Name as it appears on the Social Security card to ensure the Social Security Administration properly credits social security benefits. Managers should visually inspect the social security card for accuracy.

Last Name Love First Name Kinera Middle Initial L.

Street Address 409-A Toomer Ct. Opelika AL 36830

Apt # 409-A P.O. Box (if applicable) _____

City Opelika State AL Zip Code 36830

Phone Number (334) 737-0800 ⁰⁰ 669- County _____

EMERGENCY CONTACT Name Climmie Love Phone (334) 737-0860 Relationship mother

Date of Birth 09-26-1979

Maiden Name Kinera L. Love

Marital Status ☒ Single ☐ Married

Gender ☐ Male ☒ Female

ETHNICITY (Race/National Origin):

- ☐ American Indian or Alaskan Native
☐ Asian or Pacific Islander
☒ Black ☐ Hispanic (Spanish origin)
☐ White (Caucasian) ☐ Multi Racial

LOCAL TAXES by WORK STATE

INDIANA: In which County do you live? _____

MARYLAND: In which County do you live? _____
 Do you live in Baltimore City? ☐ YES ☐ NO

NEW YORK: Do you live in New York City? ☐ YES ☐ NO
 Are you a resident of Yonkers City? ☐ YES ☐ NO

PENNSYLVANIA: Do you live in a:
☐ Township OR ☐ Borough OR ☐ City?

What is the name of the Township/Borough/City? _____

In which County & Public School District do you live?

County: _____

School District: _____

This document is intended to comply with Section 41-10-30 of the S.C. Code of Laws, 1976, as amended.

X Kinera Love
 Employee Signature (I certify the above information is correct)

KENTUCKY:

Employees working in BOONE COUNTY
 Do you live AND work in the Boone County School District?
 Do you work ONLY in the Boone County School District?

Employees working in CUMBERLAND COUNTY
 Do you live in the Cumberland County School District?

Employees working in JEFFERSON COUNTY
 Do you live in the Jefferson County School District?

Employees working in LEXINGTON/FAYETTE URBAN COUNTY
 Do you live in the Lex/Fayette Urban Co. School District?

Employees working in MARSHALL COUNTY
 Do you live in the Marshall County School District?

Employees working in SCOTT COUNTY
 Do you live in the Scott County School District?

Employees working in WARREN COUNTY
 Do you live in the Warren County School District?
 Do you live in the Bowling Green School District?

YES NO

☐ ☐

☐ ☐

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- ☒ Part-Time (avg less than 30 hrs/week)
☐ Full-Time (avg 30 or more hrs/week)
☐ Temporary (seasonal, openings/relocations)

DATE HIRED: 3-3-05

☒ New Hire OR ☐ Rehire

Store # or Cost Center 6519

Work State AL

Employee's Position: (Check one below)

- ☐ Store Manager ☐ Asst Manager
☐ Lead Clerk (3rd Key) ☐ Clerk/Cashier
☐ Learning Center Intern
☐ OTHER _____ (DCI/Corp/Field Mgmt)

Hourly Base Rate \$ 5.25
 (paid weekly)

OR

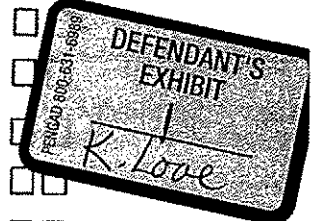
Annual Base Salary \$ _____
 (Stores paid weekly) All others paid semi-monthly

Store paychecks are distributed at the store each Friday before midnight.

Supervisor Tiffany Cross

Work Schedule _____
 (Store weekly scheduled hours will vary based on business necessity)

Shift Code _____



X Tiffany Cross
 Manager/Supervisor Signature

Return to HR

EXHIBIT 2

COPY

In The Matter Of:

KINERA LOVE

v.

DOLLAR GENERAL CORPORATION, ET AL.

NO. 3:03-CV-1147-MHT

KINERA LOVE
October 30, 2007



THE HIGHEST QUALITY IN COURT REPORTING

KINERA LOVE
DOLLAR GENERAL CORPORATION, ET AL.

KINERA LOVE
October 30, 2007

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IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

CIVIL ACTION NO. 3:06-CV-1147-MHT

KINERA LOVE,
Plaintiff,

vs.

DOLLAR GENERAL CORPORATION, d/b/a
DOLGENCORP, INC.,
Defendant.

DEPOSITION
OF
KINERA LOVE
October 30, 2007

REPORTED BY: Laura H. Nichols
Certified Realtime Reporter,
Registered Professional
Reporter and Notary Public

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APPEARANCES

FOR THE PLAINTIFF:

Ms. Lateefah Muhammad
Attorney at Law
3805 West MLK Highway
P.O. Box 1096
Tuskegee, Alabama 36087
334.727.1997

FOR THE DEFENDANT:

Mr. Ryan M. Aday
Attorney at Law
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
One Federal Place, Suite 1000
1819 5th Avenue North
Birmingham, Alabama 35203

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STIPULATION

IT IS STIPULATED AND AGREED,
by and between the parties, through their
respective counsel, that the deposition of
KINERA LOVE may be taken before Laura H.
Nichols, Commissioner, Certified Realtime
Reporter, Registered Professional Reporter
and Notary Public;

That it shall not be necessary
for any objections to be made by counsel
to any questions, except as to form or
leading questions, and that counsel for
the parties may make objections and assign
grounds at the time of trial, or at the
time said deposition is offered in
evidence, or prior thereto.

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Aday. I represent Dollar General in the lawsuit that you have filed. We are here today for you to give your deposition. Have you ever been deposed before?
A. No.
Q. This is your first deposition, correct?
A. Yes.
Q. Okay. Well, in that case, let's go over just a few ground rules. If you answer a question, I will assume that you understood it. If you don't understand my question, please tell me that and I will rephrase it. You understand that your answers today are under oath, correct?
A. Correct.
Q. Are you currently taking any medications?
A. Yes.
Q. Okay. What are those?
A. I have them with me.
Q. Okay.

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I, Laura H. Nichols, a Certified Realtime Reporter and Registered Professional Reporter of Birmingham, Alabama, and a Notary Public for the State of Alabama at Large, acting as Commissioner, certify that on this date, as provided by the Federal Rules of Civil Procedure of the United States District Court, and the foregoing stipulation of counsel, there came before me at the offices of the Alabama State Bar, 415 Dexter Avenue, Montgomery, Alabama, on October 30, 2007, commencing at 10:31 a.m., KINERA LOVE, witness in the above cause, for oral examination, whereupon the following proceedings were had:

KINERA LOVE,
being first duly sworn, was examined and testified as follows:

EXAMINATION BY MR. ADAY:

Q. Ms. Love, my name is Ryan

A. It is a generic brand for Zoloft.
Q. If I could ask you, if you could answer out loud so the court reporter could take everything down.
MS. MUHAMMAD: Is it written on there?
A. Yes, sertraline.
(Off-the-record discussion.)
Q. (BY MR. ADAY:) Now, you are going to have to answer out loud for the court reporter. What is the name of the medications that you have just handed to the court reporter?
A. This is clonazepam.
Q. Clonazepam? And what was the other one?
A. It is sertraline.
Q. How do you spell that?
A. It is S-E-R-T-R-A-L-I-N-E.
Q. Are these the only medications that you are taking right now?
A. Yes.

KINERA LOVE
DOLLAR GENERAL CORPORATION, ET AL.

KINERA LOVE
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1 Q. Okay. Why are you taking
2 these medications?
3 A. Because I suffer with promatic
4 (sic) stress disorder.
5 MS. MUHAMMAD: Post-traumatic
6 stress?
7 A. I'm sorry. Excuse me. Yes.
8 Post -- excuse me. I am --
9 Q. (BY MR. ADAY:) Ms. Love, we
10 just need you to answer out loud so that
11 the court reporter can take down
12 everything.
13 A. Okay.
14 Q. Now, I will start my question
15 again. Why are you taking these two
16 medications?
17 A. I suffer from -- it is pro --
18 it is pro -- pro --
19 Q. Are you able to testify under
20 oath today, Ms. Love?
21 A. I mean, I am -- maybe I am
22 just nervous.
23 Q. Are these medications in any

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1 way affecting your ability to testify
2 today?
3 A. No, it is supposed to help me.
4 Q. Okay. So far I have asked you
5 why you took these medications and you
6 can't answer me. We have got a lot of
7 questions to go over -- through today.
8 And I want to know right off the start
9 here if these medications are going to
10 impair your ability to testify truthfully
11 today?
12 A. Huh-uh.
13 Q. Is that a yes or a no?
14 A. No.
15 Q. Okay. So I'm going to ask
16 this question for the last time: Why are
17 you taking these medications?
18 A. Because I have been diagnosed
19 with promatic (sic) stress disorder.
20 Q. Promatic (sic) stress
21 disorder?
22 A. Yes.
23 Q. And who diagnosed with you

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1 with promatic (sic) stress disorder?
2 A. Dr. Gam.
3 Q. When did he diagnose you with
4 this?
5 A. I can't exactly recall the
6 date.
7 Q. Did he prescribe these
8 medications to you?
9 A. Dr. Keith Bufford.
10 Q. Who was that?
11 A. Dr. Keith Bufford.
12 Q. How do you spell his last
13 name?
14 A. B-U-F-F-O-R-D.
15 Q. Okay. What is your current
16 address, Ms. Love?
17 A. 409-A Toomer Circle, Opelika,
18 Alabama, 36801.
19 Q. Okay. Who lives there with
20 you?
21 A. My mother.
22 Q. Who else?
23 A. That is all.

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1 Q. Okay. And what is your
2 birthday?
3 A. 9/26/1979.
4 Q. Social Security number?
5 A. 41 --
6 MS. MUHAMMAD: I object.
7 Because of the fact that this document may
8 become a public document, I object to her
9 putting her Social in.
10 Q. (BY MR. ADAY:) What are the
11 last four digits of your Social Security
12 number?
13 A. 6715.
14 Q. Have you ever sued anybody
15 besides Dollar General?
16 A. Yes, I had a suit against
17 Winn-Dixie for a slip and fall.
18 Q. What court was that in?
19 A. Lee County.
20 Q. And what was the outcome of
21 that case?
22 A. Well, I settled out, so --
23 Q. You settled the case?

KINERA LOVE
DOLLAR GENERAL CORPORATION, ET AL.

KINERA LOVE
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(Pages 13 to 16)

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1 A. Yeah.
2 Q. You received money; is that
3 correct?
4 A. Yes.
5 Q. Have you ever been sued by
6 anybody?
7 A. No.
8 Q. Have you ever been arrested?
9 A. Yes.
10 Q. What were you arrested for?
11 A. I was arrested for driving
12 with no license.
13 Q. And what kind of punishment
14 did you receive for that?
15 A. Fine.
16 Q. Did you receive any jail time?
17 A. No.
18 Q. Have you ever been convicted
19 of any crime other than the driving
20 without a license?
21 A. No.
22 Q. Have you ever appeared as a
23 witness in a lawsuit?

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1 A. No.
2 Q. Have you ever filed an Equal
3 Employment Opportunity Commission charge
4 other than the one that is a part of this
5 case?
6 A. No.
7 Q. Are you married, Ms. Love?
8 A. No.
9 Q. Do you have any children?
10 A. No.
11 Q. Do you have a foster child?
12 A. I have -- I have -- I mean, I
13 have foster kids but --
14 Q. My question is: Do you have a
15 foster child?
16 A. No.
17 Q. What is your mother's name?
18 A. Climmie Love.
19 (Off-the-record discussion.)
20 Q. (BY MR. ADAY:) How do you
21 spell that?
22 A. C-L-I-M-M-I-E.
23 Q. And what is your father's

Page 15

1 name?
2 A. John Ogletree.
3 Q. Okay. And your mom lives with
4 you, correct?
5 A. Yes.
6 Q. Okay. Where does your father
7 live?
8 A. He stays in Waverly, Alabama.
9 Q. I'm sorry?
10 A. Waverly.
11 Q. Waverly, Alabama? I take it
12 they are not married, correct?
13 A. No.
14 Q. When did they separate?
15 A. They separated probably
16 about -- I can't really recall how long it
17 has been.
18 Q. Do you remember how old you
19 were?
20 A. No.
21 Q. Have you ever filed for
22 bankruptcy?
23 A. No.

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1 Q. Did you ever have a foster
2 child named Climmie Love?
3 A. No.
4 Q. Did you ever claim a person
5 named Climmie Love as a dependent on your
6 tax returns?
7 A. Yes.
8 Q. Who is this person?
9 A. Apparently they must have made
10 a mistake, they who did my filing and I
11 didn't notice it until --
12 MS. MUHAMMAD: Answer the
13 question that he asked you.
14 MR. ADAY: I'm sorry. Could
15 you read back my question?
16 (Record read.)
17 A. My mother.
18 Q. (BY MR. ADAY:) And you
19 claimed her as a dependent, correct?
20 A. Yes.
21 Q. So if your tax return says
22 that Climmie Love is a foster child, that
23 is incorrect, right?

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Page 19

1 A. Yes.
 2 Q. Did you ever claim any other
 3 individuals as dependents?
 4 A. Did I claim what? Can you
 5 rephrase --
 6 Q. Let me repeat the question.
 7 Have you claimed any other individuals as
 8 dependents on your tax returns?
 9 A. Yes.
 10 Q. Who are those people?
 11 A. Gaylen McGhee.
 12 Q. I'm sorry.
 13 A. Gaylen.
 14 Q. How do you spell that?
 15 A. G-A-Y-L-E-N.
 16 Q. And the last name?
 17 A. McGhee.
 18 Q. Any others besides Gaylen
 19 McGhee?
 20 A. No, sir.
 21 Q. That is the only one?
 22 A. I can't recall at the moment.
 23 Q. Why did you claim Gaylen

1 school education?
 2 A. No. Wait a minute. You
 3 said -- could you rephrase that?
 4 Q. My question was: Did you have
 5 any post-high school education. That is,
 6 did you have any other education besides
 7 high school?
 8 A. Yes. Yes.
 9 Q. Okay. Where was that?
 10 A. CTU, that is Colorado Tech
 11 University.
 12 Q. Okay. And what did you study
 13 there?
 14 A. Business administration.
 15 Q. Did you receive a degree from
 16 Colorado Tech?
 17 A. No.
 18 Q. Is that an online college?
 19 A. Yes.
 20 Q. And what years did you take
 21 classes with Colorado Tech?
 22 A. '07, this year.
 23 Q. What made you decide to apply

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1 McGhee as a dependent on your tax returns?
 2 A. Because she is my niece.
 3 Q. Was she living with you at
 4 some point?
 5 A. Well, I mean, I was doing for
 6 her like half of the year.
 7 Q. I'm sorry. You said you were
 8 "like doing for her," what does that mean?
 9 A. Taking care of her, you know,
 10 for six months.
 11 Q. Where did you go to high
 12 school?
 13 A. I went to Loachapoka High
 14 School.
 15 Q. Is that in Loachapoka,
 16 Alabama?
 17 A. Yes.
 18 Q. Did you graduate?
 19 A. No, I got my GED.
 20 Q. What year did you get your
 21 GED?
 22 A. I got my GED in '03.
 23 Q. Did you have any post-high

1 for a job with Dollar General?
 2 A. Well, I needed a job, and I
 3 know I am a good worker and a reliable
 4 person.
 5 Q. How did you come to find out
 6 that a job opening was available?
 7 A. Well, they had it posted
 8 outside.
 9 Q. And what did that posting say?
 10 A. "Help wanted."
 11 Q. Okay. Who did you talk to?
 12 A. Tiffany Cross.
 13 Q. And what store was that at?
 14 A. I want to say it is 15 -- 1515
 15 Second Avenue, Opelika, that is next to
 16 Kroger. It used to be Kroger.
 17 Q. That is the Opelika store next
 18 to the old Kroger?
 19 A. Uh-huh.
 20 Q. And did you fill out a job
 21 application?
 22 A. Yes.
 23 Q. Okay.

KINERA LOVE
DOLLAR GENERAL CORPORATION, ET AL.

KINERA LOVE
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(Pages 21 to 24)

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1 MR. ADAY: Let me mark a
2 document as Defendant's Exhibit 1.
3 (Whereupon, Defendant's
4 Exhibit 1 was marked for
5 identification.)
6 Q. (BY MR. ADAY:) Ms. Love, I'm
7 going to ask you to look at this. Do you
8 recognize this document as your job
9 application at Dollar General?
10 A. Yes.
11 Q. Is that your signature at the
12 bottom?
13 A. Yes.
14 Q. And as you see right below
15 your signature, by signing, you have
16 certified that the information you have
17 provided is true and correct; is that
18 right?
19 A. Yes.
20 Q. After you submitted your job
21 application with Dollar General, did you
22 interview with anybody?
23 A. Tiffany Cross.

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1 Q. What was Tiffany Cross's
2 position?
3 A. She was the store manager.
4 Q. Okay. Do you remember when
5 you interviewed with her, approximately?
6 A. No.
7 Q. It would be sometime right
8 after your application, correct?
9 A. Yes.
10 Q. And what date were you hired
11 at Dollar General?
12 A. I'm not exactly for sure.
13 Q. If Dollar General's records
14 said March 3rd, 2005, you wouldn't have
15 any reason to dispute that, would you?
16 A. Well, I thought -- I mean, I'm
17 not exactly for sure what date, but if I'm
18 not mistaken, it was in April.
19 Q. If we had records that showed
20 it was March, do you think that would be
21 wrong for any reason or you just don't
22 remember? I'm sorry.
23 Could it be correct that you

Page 23

1 were hired in March? I am just trying to
2 establish when you were hired.
3 A. I mean, I thought it was
4 April, though.
5 Q. Fair enough. All right. What
6 position were you hired as?
7 A. I was hired as a cashier.
8 Q. Okay. And when you
9 interviewed with Tiffany Cross, do you
10 remember anything you all talked about
11 during that interview?
12 A. She just mainly -- just asked
13 me, you know, what days can I work and
14 stuff, hours, you know, just the basic --
15 Q. Did she ask you about your
16 prior work experience?
17 A. Yes.
18 (Whereupon, Defendant's
19 Exhibit 2 was marked for
20 identification.)
21 MR. ADAY: I am going to mark
22 a document as Defendant's Exhibit 2.
23 Q. (BY MR. ADAY:) Ask you to

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1 take a look at that, Ms. Love. I will
2 represent to you, Ms. Love, that this is a
3 document you signed entitled, "Employment
4 Acknowledgment" down at the bottom. Do
5 you recall signing this document?
6 A. I can't -- I don't remember
7 it.
8 Q. But that is your signature at
9 the bottom, correct?
10 A. Yes.
11 Q. It is dated 3/1/2005, correct?
12 A. Yes.
13 Q. If you look with me underneath
14 where it says "Employment Acknowledgment"
15 in the first paragraph, it says, "I
16 acknowledge that I have received a copy of
17 the Dollar General employee handbook
18 outlining the policies and procedures of
19 Dollar General. I have read the table of
20 contents and know what kind of information
21 I can find in the handbook."
22 And by signing that, you
23 acknowledged that, correct?

KINERA LOVE

DOLLAR GENERAL CORPORATION, ET AL.

KINERA LOVE

October 30, 2007

(Pages 25 to 28)

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1 A. Yes.

2 (Whereupon, Defendant's
3 Exhibit 3 was marked for
4 identification.)5 MR. ADAY: I am going to mark
6 a document as Defendant's Exhibit 3.7 MS. MUHAMMAD: I am going to
8 object to any documents that display
9 Ms. Love's Social, that if these become a
10 public record, I want the objection on the
11 record to show that we object to her
12 Social Security number being displayed in
13 full.14 MR. ADAY: Okay. And in
15 accordance with the Federal Rules, we will
16 redact any such document that is made a
17 part of public record.18 Q. (BY MR. ADAY:) Okay. I was
19 going to introduce Defendant's Exhibit 3.
20 If you could take a look at this document,
21 Ms. Love. Is that your signature at the
22 bottom?

23 A. Yes.

1 Q. And, again, we have already
2 went through it in Defendant's Exhibit 2
3 that you acknowledged that you received
4 and understood this document, correct?

5 A. Yes.

6 Q. Okay. Ms. Love, back to your
7 first position at Dollar General, it is
8 correct that you started at the Opelika
9 store; is that right?

10 A. Correct.

11 Q. And you began as a cashier,
12 correct?

13 A. Yes.

14 Q. Okay. Tell me about your job
15 duties as a cashier at the Opelika store.16 A. I would take orders, you know,
17 ring up orders, you know -- can I take a
18 brief break?19 MR. ADAY: We can, Ms. Love, I
20 would like to get on the record that we
21 are under some time constraints with the
22 bar here, they are closed from 12:00 to
23 1:00 and do close at 4:30, so we can take

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1 Q. Okay. And this document is
2 entitled, "Antidiscrimination and
3 Harassment Policy," correct?

4 A. Yes.

5 Q. And this document outlines
6 Dollar General's antidiscrimination and
7 complaint reporting procedure, correct?

8 A. Yes.

9 MR. ADAY: Okay. I have got
10 another document I am going to mark as
11 Defendant's Exhibit 4.12 (Whereupon, Defendant's
13 Exhibit 4 was marked for
14 identification.)15 Q. (BY MR. ADAY:) And, Ms. Love,
16 if you would, do you recognize that
17 document?

18 A. Yes.

19 Q. Were you provided a copy of
20 Dollar General's 2005 employee handbook
21 when you began your employment with Dollar
22 General?

23 A. Yes.

1 a break, but we need to make these as
2 brief as possible.

3 A. Okay.

4 (Whereupon, a break was had
5 from 10:57 a.m. until 11:02
6 a.m.)7 MR. ADAY: Are we ready to go
8 back on?

9 MS. MUHAMMAD: Sure.

10 Q. (BY MR. ADAY:) Okay. Just
11 coming back from a break, we were talking
12 about your cashier position at the Opelika
13 Dollar General store. I had asked a
14 question what your job duties were. I
15 will ask the question again, if you can
16 tell me what your job duties were?17 A. My job duties were to scan
18 items, set up, unload the trucks, recount
19 sales. You know, I was doing different --
20 just different stuff. So it was basically
21 like scan items and unpack, you know, the
22 little totes and stuff and set up the
23 store.

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(Pages 29 to 32)

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1 Q. Did you stock shelves?
2 A. Yes.
3 Q. Did you check people out in
4 the cashier line?
5 A. Yes.
6 Q. Okay. Who was your immediate
7 supervisor?
8 A. Tiffany Cross.
9 Q. And she was the store manager,
10 correct?
11 A. Yes.
12 Q. And who was the assistant
13 store manager at that time?
14 A. At that point in time, the
15 assistant store manager was Julie
16 Morrison.
17 (Off-the-record discussion.)
18 Q. (BY MR. ADAY:) Ms. Love, if
19 you could do your best to answer out for
20 the court reporter, it is going to speed
21 things up today.
22 Now, how long did you work at
23 the Opelika location?

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1 A. I worked there about three
2 months before I transferred -- yeah, about
3 three months.
4 Q. Okay. And where did you
5 transfer to?
6 A. To the store in Auburn off
7 South College Street.
8 Q. And did you transfer stores as
9 a cashier?
10 A. No.
11 Q. You received a promotion,
12 correct?
13 A. Yes.
14 Q. And what did you get promoted
15 to?
16 A. Third key manager.
17 Q. Okay. Did you apply for that
18 promotion?
19 A. Well, when I was at the Kroger
20 store, the Dollar General next to Kroger,
21 I was -- I applied there, but I
22 transferred to the one in Auburn.
23 Q. Okay. How did you make your

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1 interest known that you wanted to be a
2 third key?
3 A. Well, I went to Tiffany and
4 told her that I was interested in the
5 position. And she knowed the way I was
6 working, she knowed that, you know, I
7 would be a good third key.
8 Q. So you told Tiffany, you
9 didn't fill out any paperwork or anything
10 like that?
11 A. Well, I mean, at first, I
12 talked it over with Tiffany before I
13 filled out the paperwork.
14 Q. How did you know there was a
15 third key position available?
16 A. Because we didn't have one at
17 the store.
18 Q. At which store, at the Opelika
19 store or the Auburn store?
20 A. At the Opelika store or the
21 Auburn store.
22 Q. Who told you that you had
23 received the third key position?

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1 A. Tiffany Cross.
2 Q. Okay. Did she discuss making
3 that decision with anybody that you know
4 of?
5 A. I'm not for sure.
6 Q. Do you know if Charles
7 McDonald was involved in making that
8 decision to promote you to third key?
9 A. No, I can't recall. I mean, I
10 can't recall at the moment.
11 Q. If Charles McDonald was
12 involved in that decision to promote you
13 to third key, would you have any reason to
14 dispute that?
15 A. No.
16 Q. Did you receive a pay raise as
17 a result of your promotion to third key?
18 A. Yes.
19 Q. Okay. What was your pay rate
20 as a cashier?
21 A. My pay rate as a cashier, I
22 want to say like five fifteen. I'm not
23 exactly for sure.

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1 Q. To the best of your
2 recollection?

3 A. I would say probably -- I
4 think it started off minimum wage at that
5 time which was five fifteen or five
6 thirty-five. I'm not for sure.

7 Q. What did your wage get
8 increased to when you became third key?

9 A. Seven twenty-five.

10 Q. That is a pretty big pay
11 increase, wouldn't you say?

12 A. Yes.

13 Q. Did Tiffany tell you you were
14 going to have to transfer to the Auburn
15 store?

16 A. She asked me would I like to
17 transfer to the Auburn store.

18 Q. Okay. And what did you say?

19 A. And I told her yeah, I would.
20 I mean, because I had already worked with
21 Jeff and stuff, and Jeff liked the way I
22 worked. And, you know, I liked, you know,
23 working down there, so it wasn't no

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1 problem.

2 Q. When you say Jeff, are you
3 referring to Jeff Jennings?

4 A. Yes.

5 Q. When did you work with him
6 before?

7 A. I can't exactly recall the
8 dates and the time I worked with him, but
9 I have worked with the store on South
10 College in Auburn, the one at Midway
11 Plaza, the one on 51. The only one I
12 probably worked with probably once or
13 twice was Pepperell Parkway store; but all
14 the rest of stores I have worked on
15 different occasions there.

16 Q. Okay. So you worked at more
17 than just the Opelika store before
18 transferring to Auburn?

19 A. Yes, anytime they needed some
20 help, I didn't have no problem going to
21 help out.

22 Q. Do you remember what store
23 specifically you worked with Jeff Jennings

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1 before you transferred to the Auburn
2 store?

3 A. I can't remember the dates and
4 stuff, you know. But I know I done worked
5 with him -- I know at least over four or
6 five times before I transferred down
7 there.

8 Q. Was your prior work experience
9 with Mr. Jennings one of the reasons why
10 you decided to transfer to the Auburn
11 store?

12 A. Could you rephrase that again?

13 Q. Sure. You were saying that
14 you had worked with Jeff Jennings
15 previously before you transferred to the
16 Auburn store, correct?

17 A. Yes.

18 Q. I'm asking you, was that one
19 of the reasons why you decided to transfer
20 to the Auburn store was your previous work
21 experience with Jeff Jennings?

22 A. I mean, yes.

23 Q. Okay.

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1 A. I mean -- I didn't -- he
2 didn't have no problem about me working
3 with him and I didn't have no problem
4 about working down there.

5 Q. Okay. Fair enough. Do you
6 remember approximately when you
7 transferred to the Auburn store?

8 A. No.

9 Q. Okay. Now, let's talk a
10 little bit about your time at the Auburn
11 store. Tell me about your job duties as a
12 third key at the Auburn store.

13 A. My job duties as a third key
14 was to open, close the store, set up
15 plan-o-grams, count the tills, do sales
16 count, do the invoice and etcetera.

17 (Off-the-record discussion.)

18 Q. (BY MR. ADAY:) What job
19 duties did you have to do as the third key
20 that you did not have to do as a cashier?

21 A. Well, the job duties as a
22 third key that you didn't have to do as a
23 cashier is you don't -- you don't have to

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(Pages 37 to 40)

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1 open -- when you was -- when I was a
2 cashier, I didn't have to open the store,
3 get everything together, set the tills up,
4 you know, count the register and stuff
5 down.

6 But when you are a third key,
7 you have to do everything that assistant
8 manager would do, practically; it is about
9 the same.

10 Q. What would you have to do that
11 is the same as the assistant manager?

12 A. Well, basically, you know, you
13 will be running the shift, for one. I
14 mean, it is all the same -- it is just a
15 pay increase if you take the assistant
16 manager position, it is more money, but
17 you still be doing the same as a third key
18 would do.

19 Q. So it is your testimony that
20 there's no difference in job duties
21 between a third key and assistant store
22 manager?

23 A. Exactly.

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1 Q. Then why would an assistant
2 store manager make more than a third key?

3 A. Well, it is because -- I
4 ran -- I don't know exactly why, but I was
5 doing the same thing, even though I wasn't
6 assistant manager. But I was -- I was
7 doing everything that the store manager
8 would do.

9 Q. Tell me specifically what the
10 same things you would do as a third key
11 that the store manager would do.

12 A. Like I said, the sales count,
13 invoice, payroll, setting up
14 plan-o-grams -- that is when you reset the
15 shelf and everything by booklet, change
16 prices. I mean, everything -- I was doing
17 all -- everything that an assistant
18 manager and the store manager would do, I
19 was doing.

20 Q. Did the assistant store
21 manager supervise your work?

22 A. Did the district store
23 manager?

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1 Q. Did the assistant store
2 manager supervise your work?

3 A. Well, when I transferred down
4 there to the store in Auburn, the
5 assistant store manager, he had just -- he
6 was fixing to leave right then. But he --
7 you know, he seen my work and, I mean, he
8 didn't have no problem with my work.

9 Q. I'm going to strike that the
10 as unresponsive. My question was: Did
11 the assistant store manager supervise your
12 work?

13 A. Yes.

14 Q. So that is a difference
15 between a third key and an assistant store
16 manager, correct?

17 A. No. I mean, he would just --

18 Q. The assistant store manager
19 supervises the third key; that is what you
20 just told me, correct?

21 A. Yes.

22 Q. Who was the assistant store
23 manager at the Auburn store at the time

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1 you transferred?

2 A. All I know, his name was
3 Terrell.

4 Q. You don't remember his last
5 name?

6 A. No.

7 Q. What happened to Terrell?

8 A. He was in school, and when he
9 got finished with school, he went back --
10 he moved back home.

11 Q. So he left Dollar General?

12 A. Yes.

13 Q. Were you interested in
14 becoming assistant store manager?

15 A. Yes.

16 Q. How did you make that interest
17 known?

18 A. I went to Jeff Jennings and
19 told him that I was interested in the
20 position, and he -- and I let him know,
21 you know, that I wanted the position.

22 Q. Was the assistant store
23 manager position ever posted?

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1 A. Yes.
2 Q. What did that posting say?
3 A. Well, he put -- they put --
4 they put -- he put a sign outside that
5 said "help wanted" and needed for, you
6 know, a cashier and assistant manager
7 position.
8 Q. Do you know how long that
9 posting was up at the store?
10 A. No.
11 Q. I guess, how long was that
12 position available from the time of the
13 posting until the time it was filled; do
14 you have any recollection?
15 A. No, I can't recall.
16 Q. Did you fill out any paperwork
17 to apply for the assistant store manager
18 position?
19 A. No.
20 Q. You said you talked to Jeff
21 Jennings about it, correct?
22 A. Yes.
23 Q. When did you talk to Jeff

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1 Jennings about it?
2 A. I'm not exactly for sure. I
3 can't recall.
4 Q. Would August of 2005 sound
5 correct?
6 A. I can't recall.
7 Q. July 2005 to August 2005, do
8 you have any recollection?
9 A. I'm not for sure.
10 Q. Did you talk to him before the
11 position was filled?
12 A. Yes.
13 Q. Tell me about that
14 conversation. Let me rephrase my
15 question. Do you remember anything that
16 you talked about with Jeff Jennings about
17 the assistant store manager position?
18 A. Yes. I just told him that I
19 was qualified -- you know, that I was
20 interested in the position and that I was
21 qualified for it. He also agreed with me
22 that I was qualified for it. And he told
23 me that he would have to talk with

Page 43

1 Charles, and he would get back with me.
2 Q. That is Charles McDonald?
3 A. Yes.
4 Q. So Charles McDonald was
5 involved in determining the assistant
6 store manager position?
7 A. Yes.
8 Q. But you don't remember if he
9 was involved in the decision to promote
10 you to third key?
11 A. No, I'm not for sure.
12 Q. Did Tiffany Cross ever mention
13 that she had to consult with Charles
14 McDonald before promoting you to third
15 key?
16 A. No.
17 Q. But like you said earlier, if
18 he was involved, you wouldn't have any
19 reason to dispute that, would you?
20 A. No.
21 Q. Do you remember who filled the
22 assistant store manager position?
23 A. Who filled it?

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1 Q. Yes.
2 A. Are you saying who made the
3 decision?
4 Q. Let me rephrase my question.
5 I take it that you did not receive the
6 assistant store manager position; is that
7 correct?
8 A. No.
9 Q. Do you remember who did?
10 A. Yes.
11 Q. Who was that?
12 A. Donna Taffy.
13 (Off-the-record discussion.)
14 Q. (BY MR. ADAY:) Could it have
15 been Donna Tally?
16 A. Tally.
17 Q. But you don't remember her
18 name specifically?
19 A. It is Tally or Taffy, but --
20 Q. And, again, who made this
21 decision to promote Donna Tally to
22 assistant store manager?
23 A. Charles McDonald, her uncle.

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1 Q. Do you remember when Ms. Tally
2 received the position?

3 A. Two weeks after she was hired.

4 Q. But do you remember
5 specifically what approximate dates?

6 A. No.

7 Q. Did you know Ms. Tally at that
8 time?

9 A. No.

10 Q. Do you know anything about her
11 prior work experience before coming to
12 Dollar General?

13 MS. MUHAMMAD: Objection.
14 Calls for speculation.

15 MR. ADAY: I'm just asking her
16 if she knew. That is not speculation at
17 all.

18 MS. MUHAMMAD: Yes, it is.

19 Q. (BY MR. ADAY:) I'm asking you
20 if you knew Ms. Tally's work experience.
21 Do you know where she worked before she
22 worked for Dollar General?

23 A. She worked at some kind of

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1 plant. She was working at a plant or
2 something.

3 Q. Is that all you know about her
4 prior work experience?

5 A. Yes.

6 Q. So if Ms. Tally had prior
7 managerial experience with a different
8 job, you would have no reason to dispute
9 that, would you?

10 A. No.

11 Q. Did you complain to anybody
12 about Ms. Tally receiving this position?

13 A. I called ERC and made a
14 complaint.

15 Q. Okay. What did you tell the
16 ERC?

17 A. I told them that -- that I was
18 not being treated fairly and they
19 overlooked me, you know; and I let them
20 know that Donna Tally is Charles
21 McDonald's niece, and instead of him
22 coming, you know, asking me about the
23 position, he just was going to look over

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1 me and give it to his niece; so I made a
2 complaint about it.

3 Q. So that is why you thought she
4 got it, because she was his niece?

5 A. Yes.

6 Q. Do you remember when you
7 called the ERC?

8 A. No.

9 Q. If Dollar General had
10 documents that said you called on
11 September 30th of 2005, would you have any
12 reason to think that would be wrong?

13 A. I'm not for sure. I can't
14 recall. I can't say.

15 Q. So it could have been
16 September 30th, 2005; you just don't
17 remember?

18 A. No.

19 Q. Is there any reason why you
20 would have waited six weeks after
21 Ms. Tally was promoted to call ERC?

22 A. Well, I know I didn't wait no
23 six weeks.

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1 Q. How long did you wait then
2 after?

3 A. I'm not for sure but I know I
4 didn't wait six weeks.

5 Q. So less than six weeks?

6 A. I can't -- I'm not for sure.

7 Q. You don't have any
8 recollection how long after Ms. Tally
9 received the position that you called ERC?

10 A. I can't remember.

11 Q. Around the time of Ms. Tally's
12 promotion to assistant store manager, was
13 there ever an asset protection audit
14 conducted at the store?

15 A. An asset protection audit?

16 Q. Yes.

17 A. I can't recall.

18 Q. Did you have an opportunity to
19 work with Jack Trawick while you were at
20 the Auburn store?

21 A. Work with Jack Trawick? No.

22 Q. Did he ever come to the store
23 and ask you about anything?

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(Pages 49 to 52)

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1 A. Yes, he did.
2 Q. Did Jack Trawick critique your
3 work at any time?
4 A. Critique my work, what do you
5 mean? Did he praise --
6 Q. Was he critical of your work
7 at the store?
8 A. I mean, he liked my work, I
9 reckon. I don't know. I can't recall.
10 Q. Did he ever give you any kind
11 of constructive criticism about your work
12 performance?
13 A. No. I mean -- no.
14 Q. Who were your coworkers at the
15 Auburn store that you can remember?
16 A. I know Jamie Jennings.
17 Q. Jamie Jennings?
18 A. Yeah. I assume that was
19 Jeff's stepdaughter, and I think she had
20 his last name but I'm not for sure.
21 Q. Again, Ms. Love, I just asked
22 you to tell me, to the best of your
23 recollection, your coworkers at the Auburn

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1 store. Who were they?
2 A. I know Jeff Jennings and Donna
3 Taffy and Jamie, but I don't know what her
4 last name is.
5 Q. Okay. Anybody else?
6 A. I can't remember the other
7 two.
8 Q. But there were two more that
9 you worked with?
10 A. Yes.
11 Q. Did you ever work with a
12 person named Candice Harrison?
13 A. Who?
14 Q. Candice Harrison.
15 A. Candice? Yes. That probably
16 was the other one.
17 Q. I need you to answer fully.
18 That was probably what?
19 A. Yes, I remember -- well,
20 Candice -- I am trying to think. I'm not
21 for sure but I think that was the other
22 girl's name. I'm not for sure.
23 Q. Okay. Would you have any

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1 reason to dispute that Candice Harrison
2 did work with you at the Auburn store
3 while you were there?
4 A. I mean, no, I don't have no
5 dispute. I just can't remember.
6 Q. Okay. Did you ever have any
7 conversations with Candice Harrison while
8 you were there?
9 A. No. I mean, no more than
10 work-related.
11 Q. Do you remember any of those
12 conversations?
13 A. No.
14 Q. You don't know Candice
15 Harrison at all, do you? Do you know her
16 personally?
17 A. No.
18 Q. Okay. Did you ever tell her
19 it was okay for her to take a candy bar --
20 A. No.
21 Q. -- from Dollar General?
22 A. No.
23 Q. Did you ever say it was okay

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1 for her to take it because it was just the
2 two of you in the store?
3 A. No.
4 Q. Did she tell you that she
5 wanted to pay for it?
6 A. I didn't talk -- no, I mean,
7 we didn't even discuss nothing like that.
8 Q. You don't remember being in
9 the store with her one night, and it was
10 just the two of you?
11 A. I mean, we probably have been
12 in the store just the two of us, because
13 when I used to close, it would just be me
14 and the cashier.
15 Q. Are you aware that Candice
16 Harrison reported this to Dollar General?
17 A. No.
18 Q. But if she did, you would have
19 no way to know one way or the other, would
20 you?
21 A. What now?
22 Q. If she did report it, you
23 would have no way of knowing if she did or

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1 didn't; is that correct?
2 A. Yes.
3 Q. So if Dollar General had
4 documents showing that she did report that
5 you said it was okay for her to take a
6 candy bar without paying for it, you have
7 nothing to dispute that, do you?
8 A. I know I didn't -- you know, I
9 didn't say it to her, though.
10 Q. And that is fine. I
11 understand you are denying this. However,
12 you wouldn't deny that she might have made
13 a complaint to Dollar General about that?
14 A. No.
15 Q. You sure you don't remember
16 Ms. Harrison?
17 A. I probably would remember her
18 if I see her but --
19 Q. But you said it was possible
20 that the two of you were in the store
21 together by yourself, correct?
22 A. Like I said, it was possible.
23 There were two other employees that I

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1 couldn't remember their names but I
2 probably would remember their faces.
3 Q. Okay. Fair enough. Did Donna
4 Tally and you ever work alone in the store
5 together?
6 A. I trained Donna Tally.
7 Q. That wasn't my question. My
8 question was did you and Donna Tally ever
9 work alone in the store together?
10 A. Yes. Yes.
11 Q. Did you ever ask Donna Tally
12 to give you a discount on pajamas?
13 A. No.
14 Q. Did you ever ask Donna Tally
15 to give you a discount on a gallon of milk
16 and a gallon of iced tea?
17 A. No.
18 Q. And, again, I will ask you, if
19 Dollar General had documents showing that
20 Donna Tally did make this complaint that
21 you had asked for unauthorized discounts,
22 you don't have any way to dispute that, do
23 you?

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1 A. No.
2 Q. Are you aware that Dollar
3 General investigated these complaints?
4 A. No.
5 Q. Do you recall meeting with
6 Jack Trawick and Johnnie Todd?
7 A. Yes.
8 Q. Do you recall why you had to
9 meet with them?
10 A. They told me they wanted to
11 get to know me better.
12 Q. You think they came to meet
13 with you because they wanted to get to
14 know you better?
15 A. That is what he said. He
16 didn't say nothing about this was an
17 investigation.
18 Q. So you don't know if you were
19 actually the one being investigated or
20 not, do you?
21 A. No.
22 Q. It is possible you were the
23 one; isn't that right?

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1 A. He didn't say. He just said I
2 want to get to know you better.
3 Q. Is it possible you were the
4 one being investigated?
5 A. I don't know.
6 Q. You don't know, correct?
7 A. Yes.
8 Q. Let's talk about that meeting
9 with Jack Trawick and Johnnie Todd for a
10 minute.
11 A. Okay.
12 Q. What do you remember Jack
13 Trawick asking you specifically?
14 A. He would ask me personal
15 questions like: How many kids does I
16 have, my married status, how long I have
17 been staying in Lee County, what is my
18 goals ten years from now. So at that
19 point, I told him I don't think I should
20 answer any more questions unless I have a
21 witness -- an attorney present because he
22 had him a witness there so --
23 Q. I'm sorry. Can you say that

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1 again? He didn't have a what?
2 A. I told him that I don't think
3 I should answer any more questions because
4 I didn't have a witness or an attorney --
5 or an attorney there.
6 So when I asked him that, when
7 I made that statement, he snatched my keys
8 out of my hand; took the store keys off
9 and threw my keys back at me and told me
10 to leave off the premises right now, I am
11 being suspended.
12 I'm asking him why I am being
13 suspended. So, therefore, he should have
14 told me then that I refused the
15 investigation or whatever. But he did not
16 state nothing about no investigation at
17 all.
18 Q. I understand. But you just
19 testified that you were not going to
20 answer any more questions without an
21 attorney present, correct?
22 A. Witness. He had a witness.
23 So if you --

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1 Q. Excuse me. Johnnie Todd was
2 also in the meeting, that's correct?
3 A. Excuse me.
4 Q. Was Johnnie Todd also in the
5 meeting?
6 A. Yes.
7 Q. Okay. Do you know Johnnie
8 Todd?
9 A. I worked with her probably
10 once or twice in her store.
11 Q. Okay. Do you know why she was
12 there?
13 A. No, but --
14 Q. Do you have any reason to
15 believe that Johnnie Todd is an untruthful
16 person?
17 A. I don't know her so I can't
18 say that.
19 Q. Just to recap your testimony,
20 you told Mr. Trawick that you were not
21 going to answer any more questions without
22 having a witness or an attorney present?
23 A. Yes.

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1 Q. Why would you want an attorney
2 present?
3 A. I said a witness or an
4 attorney. Because, therefore -- I mean,
5 he had a witness.
6 Q. Okay. And do you have any
7 idea why Mr. Trawick was asking you these
8 questions?
9 A. No, he just told me he wanted
10 to get to know me better.
11 Q. Do you think that was part of
12 his job, just to ask questions for no
13 reason?
14 A. I mean, if he was doing an
15 investigation, he was supposed to state
16 it. He was supposed to say, look --
17 Q. But you weren't conducting
18 that investigation, now, were you,
19 Ms. Love?
20 A. Was I what?
21 Q. You weren't in charge of that
22 investigation, were you?
23 A. Was I in charge?

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1 Q. Were you in charge of that
2 investigation?
3 A. No.
4 Q. No, you were not; is that
5 correct?
6 A. Yes.
7 Q. Mr. Trawick was the one asking
8 the questions, wasn't he?
9 A. Yes.
10 Q. Do you think Mr. Trawick was
11 just trying to be friendly?
12 A. I don't know.
13 Q. But regardless, you weren't
14 going to answer any of his questions after
15 he asked those few without a lawyer or a
16 witness present?
17 A. Correct.
18 Q. Did you feel that you needed a
19 witness or a lawyer present to answer
20 questions like you just testified to?
21 A. Yes, because if I didn't have
22 a witness or an attorney -- or an attorney
23 present, he could have said I said

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1 anything. It would be my word against
2 theirs.

3 Q. But Ms. Todd was there,
4 correct, wasn't she?

5 A. Yes.

6 Q. Were there any other positions
7 besides the assistant store manager
8 position at the Opelika store that you
9 applied for at Dollar General?

10 A. I applied for another store --
11 what is that? Midway Plaza store, Midway
12 Plaza, Tim --

13 Q. What position did you apply
14 for at that store?

15 A. It was an assistant manager
16 position too.

17 Q. When did you do that?

18 A. I'm not exactly sure.

19 Q. Who did you talk to?

20 A. Tim. I don't know his last
21 name.

22 Q. You don't remember his last
23 name?

1 call me back.

2 So I called him back probably
3 about like a week later, and he told me
4 Charles said that he doesn't think I am
5 ready.

6 Q. Now, this was the assistant
7 store manager position at the Meatway
8 (sic) Plaza store?

9 A. Yes.

10 MS. MUHAMMAD: I think it is
11 Midway Plaza.

12 Q. (BY MR. ADAY:) Midway Plaza,
13 that sound more like it. Midway Plaza
14 store.

15 A. Midway.

16 Q. But you don't remember when
17 you talked to Tim?

18 A. No.

19 Q. You don't remember Tim's last
20 name?

21 A. No.

22 Q. You didn't submit any
23 paperwork?

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1 A. No.

2 Q. How did you apply for it?

3 A. I called him to ask about the
4 position because I had heard that he had a
5 position -- an assistant manager position
6 was available, so I called him and asked
7 him over the phone.

8 Q. Were you interviewed for the
9 position?

10 A. Well, no. He had already --
11 he -- no.

12 Q. Had that position already been
13 filled when you asked him?

14 A. No.

15 Q. Do you know who filled the
16 position?

17 A. I'm not for sure.

18 Q. Did anybody at Dollar General
19 ever contact you about that position?

20 A. Well, Tim, he told me when I
21 called him and talked to him about the
22 position, he told me that he had to talk
23 it over with Charles McDonald and he would

1 A. No.

2 Q. You don't know who got that
3 position?

4 A. No.

5 Q. How did you even know that
6 position was available?

7 A. A guy name Cedric that was
8 working there, he had told me about the
9 position.

10 Q. A guy named Cedric, is that
11 correct?

12 A. Uh-huh.

13 Q. Do you remember Cedric's last
14 name?

15 A. No.

16 Q. What store did Cedric work at?

17 A. Midway Plaza.

18 Q. How did you know Cedric?

19 A. Because I used to work over
20 there to help out when they were
21 shorthanded.

22 Q. Did you have a conversation
23 with Cedric about this assistant store

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1 manager position?
2 A. We didn't really conversate
3 about it. He was just telling me that it
4 was available.
5 Q. Why did he tell you it was
6 available?
7 A. Why?
8 Q. Why did he tell you that? Did
9 he just come out of the blue and say this
10 position is available? Tell me about what
11 happened.
12 A. He just, you know, yeah, he
13 was just telling me out of the blue it was
14 available, you know.
15 Q. Out of the blue?
16 (Pause.)
17 Q. (BY MR. ADAY:) Do you think
18 you were discriminated against when you
19 were promoted to third key?
20 A. Do I think I was discriminated
21 against when I was promoted to third key?
22 Q. Yes.
23 A. No.

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1 Q. But you think you were
2 discriminated against because you weren't
3 promoted to assistant store manager?
4 A. Exactly, yes.
5 Q. And those two events happened
6 within a few months of each other; isn't
7 that correct?
8 A. I'm not exactly for sure.
9 Q. But you only worked for Dollar
10 General from March of '05 until October of
11 '05, correct?
12 A. Yes.
13 Q. And that happened
14 approximately in July or August of 2005;
15 is that fair?
16 A. Yeah.
17 Q. Do you find it strange that
18 you would receive promotion and then not
19 receive a promotion but claim because you
20 didn't receive a promotion it was
21 discriminatory?
22 A. Yes, because he knew I was
23 qualified and he looked over me.

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1 Q. Do you find it odd that they
2 would promote you and then decide not to
3 promote you if they had any kind of
4 discriminatory intent?
5 A. No.
6 Q. Do you find it strange that
7 you received a promotion and then you
8 didn't receive a promotion and now you are
9 claiming that because you didn't receive
10 it, it must be discriminatory; do you find
11 that strange?
12 A. Because it was discriminatory,
13 no, I don't find it strange.
14 Q. How was it discriminatory?
15 A. How?
16 Q. Yes.
17 A. Because --
18 Q. I believe you testified before
19 that Donna Tally was Charles McDonald's
20 niece, correct?
21 A. Yes.
22 Q. Okay. Is there any other
23 reason why you think Donna Tally got that

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1 position?
2 A. Because she -- only thing I
3 can say is because she was his niece,
4 because she wasn't qualified more than I
5 was because I had to train her.
6 Q. Okay.
7 A. So if I --
8 Q. Fair enough. Do you need to
9 take a break, Ms. Love?
10 A. I'm all right.
11 Q. You said you had worked with
12 Johnnie Todd before; is that correct?
13 A. Once -- probably once or
14 twice, occasionally. I'm not exactly for
15 sure.
16 Q. Are you aware that you had
17 signed an affidavit saying you had never
18 worked with her before?
19 A. I said probably. I can't
20 really recall.
21 Q. Okay. Now, after your meeting
22 with Jack Trawick and Johnnie Todd, what
23 happened after you left that meeting?

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1 A. What happened?
2 Q. Did you leave the store?
3 A. Yes, I left the store.
4 Q. Did they --
5 A. I was terrified, I was crying.
6 He embarrassed me in front of a customer,
7 employees. I left --
8 Q. My question --
9 A. I know what you are saying.
10 Q. My question was: Did you
11 leave the store after that?
12 A. Yes.
13 Q. Who contacted you next from
14 Dollar General?
15 A. Who contacted me when?
16 Q. Did you have any other contact
17 with Dollar General after you left the
18 store that day?
19 A. No.
20 Q. Nobody called you?
21 A. No.
22 Q. You didn't come back in the
23 store for any reason?

1 said, "I did not refuse an investigation."
2 Q. But you did just tell me that
3 you refused to answer any more questions
4 without a witness or an attorney?
5 A. But he --
6 Q. Isn't that correct, that you
7 refused to answer any more questions
8 without a witness or an attorney present
9 from Mr. Trawick?
10 A. Yes.
11 Q. Okay. What else happened
12 during that meeting that you can remember?
13 A. He -- I don't know. He said I
14 refused the investigation. And I said,
15 "No, I did not refuse the investigation.
16 I just refused to discuss my personal
17 business with Mr. Trawick."
18 And he -- and I was telling him
19 what happened, you know, when we was back
20 there in the meeting and stuff. And --
21 Q. But you made the determination
22 of what questions you were going to answer
23 and which questions you were not going to

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1 A. No.
2 Q. You didn't have a meeting with
3 Charles McDonald?
4 A. Not the same day. I had a
5 meeting --
6 Q. That is what I am asking, what
7 happened next?
8 A. Oh. Oh. Well, after that,
9 probably about -- I'm not exactly for sure
10 how long it was, but Jeff called me and
11 asked me could I come down to the store
12 for a meeting at -- you know, at 4:00, and
13 I told him "sure." So when I got there,
14 he asked me to come to the back.
15 So when I got to the back,
16 Charles McDonald was back there, Jeff
17 Jennings and Donna Taffy was back there,
18 and Charles stated that he had to
19 terminate me because I refused an
20 investigation.
21 Q. Did you understand what he was
22 talking about when he told you that?
23 A. I said -- no, I didn't. I

1 answer; isn't that correct, Ms. Love?
2 A. No.
3 Q. You decided not to answer
4 certain questions that Mr. Trawick asked
5 you.
6 A. Because --
7 Q. Yes or no, you decided not to
8 answer certain questions that Mr. Trawick
9 asked you; isn't that correct?
10 A. Yes.
11 Q. And you weren't the one making
12 the decisions on which questions could be
13 asked; isn't that right?
14 A. Yes.
15 MR. ADAY: Actually, Lateefah,
16 this would probably be a good time -- we
17 have to get out at noon anyway for the
18 Bar. They close from noon until 1:00. If
19 it is okay with you, without getting into
20 something else, I can get into another
21 topic --
22 (Off-the-record discussion.)
23 (Whereupon, a lunch break was

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1 had from 11:46 a.m. until 1:07
2 p.m.)
3 MR. ADAY: Is everybody ready?
4 MS. MUHAMMAD: Yes.
5 MR. ADAY: We can go back on.
6 Q. (BY MR. ADAY:) Okay,
7 Ms. Love, we are continuing the deposition
8 after the lunch break. I believe when we
9 took our break, we were asking about your
10 final meeting with Charles McDonald; is
11 that correct?
12 A. Yes.
13 Q. I would like to go back just a
14 little bit in the timeline and ask you
15 just a few more questions about your
16 meeting with Jack Trawick and Johnnie
17 Todd.
18 During that meeting, did you
19 ever mention that you wanted to use a tape
20 recorder?
21 A. No. I mean -- no.
22 Q. Did you ever say that your
23 lawyer wouldn't want you to talk?

1 A. Why would she lie? I wouldn't
2 think she would lie but you never know. I
3 didn't have a witness.
4 Q. But she was a witness, she was
5 there, right?
6 A. Yes. She was his witness, not
7 my witness, though.
8 Q. So you went into that meeting
9 knowing it was a you against Dollar
10 General type situation; is that what you
11 are saying?
12 A. No.
13 (Whereupon, Defendant's
14 Exhibit 5 was marked for
15 identification.)
16 MR. ADAY: I have a document I
17 want to mark as Defendant's 5, ask you to
18 look at that.
19 Q. (BY MR. ADAY:) I just want
20 you to confirm that that is your signature
21 at the bottom of this document?
22 A. Yes.
23 Q. And you see above your

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1 A. Excuse me?
2 Q. Did you ever say during that
3 meeting that your lawyer would not want
4 you to talk?
5 A. My lawyer?
6 Q. Yes.
7 A. No.
8 Q. If Johnnie Todd said that you
9 said those things, would she be lying?
10 A. Yes.
11 Q. Why would she lie?
12 A. I don't know why she would
13 lie, but --
14 MS. MUHAMMAD: Finish your
15 statement.
16 A. I don't know why she would
17 lie, but it is -- you know, she didn't
18 tell me -- it wasn't nothing -- it didn't
19 come up about a --
20 MR. ADAY: I'm going to strike
21 that as nonresponsive.
22 Q. (BY MR. ADAY:) I asked why
23 would she lie?

1 signature where it says, "I certify that
2 all information above is true and
3 correct." Do you see that?
4 A. Yes.
5 Q. Did you so certify by signing
6 this document?
7 A. Yes.
8 MS. MUHAMMAD: Do you have
9 copies of these for me?
10 MR. ADAY: Not of this one.
11 Not of this one. Just the court
12 reporter's.
13 (Off-the-record discussion.)
14 MR. ADAY: Can we go off the
15 record for a second.
16 MS. MUHAMMAD: Sure.
17 (Off-the-record discussion.)
18 MR. ADAY: Okay. Can we go
19 back on?
20 MS. MUHAMMAD: Sure.
21 Q. (BY MR. ADAY:) All right.
22 Ms. Love, have you ever sought any
23 treatment for any kind of mental or

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1 psychological problems you may have had?
2 A. No.
3 Q. You never have?
4 A. No, I mean not since -- until
5 now.
6 Q. When is "since until now"?
7 A. I mean, I can't exactly
8 remember the date when I first seen my
9 doctor, Dr. Gam. He is a psychologist.
10 Q. And did you have a visit with
11 Dr. Gam?
12 A. Yes.
13 Q. When did that visit occur?
14 A. I'm not for sure what date it
15 was.
16 Q. Can you give me an approximate
17 date?
18 A. I can't recall.
19 Q. Was it sometime in 2007?
20 A. Yes.
21 Q. Who referred you to Dr. Gam?
22 A. I referred myself. I mean, I
23 just got the phonebook and, you know --

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1 Q. Well, if Dr. Gam's report says
2 you were referred by an ex-patient of his,
3 who would he be referring to?
4 A. Huh-uh.
5 Q. You have to answer out loud
6 for the court reporter?
7 A. Excuse me?
8 Q. You have to answer out loud
9 for the court reporter. I know it is hard
10 sometimes.
11 A. It had to have been probably
12 my godmother.
13 Q. Who was that?
14 A. Dorothy Wilson.
15 Q. Is she the one who first told
16 you about Dr. Gam?
17 A. Yes.
18 Q. Did your lawyer refer you to
19 go see Dr. Gam?
20 A. No.
21 Q. How many times have you
22 visited Dr. Gam?
23 A. I see Dr. Gam twice a week.

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1 Q. When is the last time you saw
2 him?
3 A. Yesterday.
4 (Off-the-record discussion.)
5 Q. (BY MR. ADAY:) Let's go
6 through your visits with Dr. Gam. When
7 you first met with Dr. Gam, do you recall
8 what kind of conversation you had?
9 A. Well, when I had my first
10 visit, he did an evaluation on me.
11 Q. Okay. What did he do exactly?
12 A. It just -- a lot of
13 questions -- a lot of questions you had to
14 answer yes or no to.
15 Q. Were you truthful with him --
16 A. Yes.
17 Q. -- in the examination? Did
18 you think he was a good doctor?
19 A. Yes.
20 Q. Did you tell him about your
21 childhood?
22 A. Yes. I mean --
23 Q. What did you tell him about

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1 your childhood?
2 A. I had a good childhood.
3 Q. Did you tell him about your
4 mother and father?
5 A. Yes.
6 Q. Did you tell him that you are
7 not close to your father?
8 A. Yes.
9 Q. Did you describe him as not
10 being a good person?
11 A. I mean, no, I didn't describe
12 him not being a good person; it is just we
13 wasn't close.
14 Q. So if Dr. Gam's report said
15 you described him as not being a good
16 person, that is not right?
17 A. I mean, we just wasn't close.
18 I mean --
19 MS. MUHAMMAD: I'm going to
20 object to this line of questioning,
21 relevance.
22 MR. ADAY: That is fine, but
23 you have put mental anguish damages as an

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1 issue in this case and I have a right to
2 know each and every thing that she talked
3 about with her doctor or that could have
4 caused mental anguish.

5 MS. MUHAMMAD: I don't have a
6 problem with that but my concern is you
7 are getting into is an area that had
8 nothing to do with the mental anguish of
9 this particular action.

10 MR. ADAY: Maybe so. That is
11 what we are trying to figure out today.

12 Q. (BY MR. ADAY:) Do you have
13 any reason to believe that Dr. Gam's
14 examination of you has been flawed in any
15 way?

16 A. No.

17 Q. Has he diagnosed you with any
18 mental illness?

19 A. Yes.

20 Q. What did he diagnose you with?

21 A. Promatic (sic) stress
22 disorder.

23 Q. I want you to say that again

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1 for the court reporter?

2 A. Promatic (sic) stress -- I
3 might not be pronouncing it right, but I
4 think it is promatic (sic) (sic) -- pro --

5 MS. MUHAMMAD: Perhaps you
6 might show her something that might help
7 her in her recollection.

8 MR. ADAY: She should know
9 what she was diagnosed with. I'm just
10 asking her for her recollection.

11 Q. (BY MR. ADAY:) Do you
12 remember what he diagnosed you with?

13 A. I know it was a stress
14 disorder.

15 Q. Do you know what type of
16 stress disorder?

17 A. No.

18 Q. Back on your childhood, you
19 told me before that your parents
20 separated, correct?

21 A. Yes.

22 Q. Were you approximately fifteen
23 years old when that happened?

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1 A. I'm not for sure.

2 Q. If Dr. Gam's report says that
3 you said you were fifteen years old when
4 that happened, would it be wrong?

5 A. I'm not -- I just don't recall
6 because I don't remember, so I know -- I
7 don't think I told him I was fifteen, but
8 I'm not for sure.

9 Q. Were you old enough to know
10 what was going on at the time?

11 A. I'm not for sure.

12 Q. You mean to tell me you don't
13 have any recollection of your parents
14 separating?

15 A. I know they were separated,
16 but I don't know how old I was. I can't
17 remember how old I was, though.

18 Q. Were you a teenager?

19 A. I can't remember.

20 Q. Were you five years old? You
21 have no recollection of when this
22 happened?

23 MS. MUHAMMAD: I believe that

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1 was her testimony, she doesn't remember.

2 Q. (BY MR. ADAY:) Was your
3 parents' separation hard on you?

4 A. No, I don't remember though.

5 Q. You don't remember any details
6 of your parents' separation? May I remind
7 you, you are under oath today? Is it your
8 testimony today that you don't remember
9 any details of your parents' separation?
10 Do you remember when it happened?

11 A. I don't remember exactly how
12 old I was and --

13 Q. I'm asking you: Do you
14 remember when it happened?

15 A. No.

16 Q. Do you remember where you were
17 living when it happened?

18 A. I was -- I think -- I'm not
19 for sure. I was staying in Loachapoka for
20 I know about fifteen years, so when it
21 happened, it had to be somewhere down
22 there; but I'm not for sure.

23 Q. Do you remember any of the

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1 events that led to your parents'
2 separation?
3 A. No.
4 Q. You don't remember any
5 arguments that you were privy to or I
6 should say that you witnessed between your
7 parents?
8 A. No.
9 Q. So it is your testimony today
10 that your parents separated, but you have
11 no recollection of it; is that correct?
12 A. Yes.
13 Q. Do you expect me to believe
14 that?
15 MS. MUHAMMAD: Objection.
16 MR. ADAY: Withdrawn.
17 Q. (BY MR. ADAY:) How do you
18 feel emotionally? Was it difficult on you
19 having parents separated?
20 A. I can't remember.
21 Q. What about today? Is it hard
22 on you today that your parents are
23 separated?

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1 A. No.
2 Q. You don't care if they are
3 separated or together?
4 A. No.
5 Q. How long did you live with
6 your parents?
7 A. I can't remember. I don't
8 recall.
9 Q. You don't remember how many
10 years you lived with your mother and
11 father?
12 A. Talking about when they was
13 together --
14 Q. When they were together.
15 A. -- or when they were
16 separated?
17 Q. When they were together.
18 A. I can't recall because -- if
19 that is the case, I would remember when
20 they were separated.
21 (Off-the-record discussion.)
22 Q. (BY MR. ADAY:) But you
23 testified before, you can't remember if

1 you were a child, a teenager or an adult
2 when your parents separated; is that true?
3 A. I just can't remember how old
4 I was when they separated and what was the
5 cause of the separation.
6 Q. Were you a teenager when they
7 separated?
8 A. I don't recall. I can't
9 remember.
10 Q. Were you an adult when they
11 separated? Were you over the age of five
12 when they separated?
13 MS. MUHAMMAD: Again, object.
14 I think she said she didn't remember.
15 Q. (BY MR. ADAY:) Were you over
16 the age of five when they separated?
17 A. I don't remember.
18 Q. Do you smoke?
19 A. Yes.
20 Q. How much do you smoke?
21 A. Probably about a half a pack a
22 day.
23 Q. If Dr. Gam's report said that

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1 you smoked more than a half a pack a day,
2 would that be incorrect?
3 A. It all depends. If I am
4 stressed, I smoke more.
5 Q. Well, that leads me to the
6 next question. Why do you smoke?
7 A. Why do I smoke? Well, I --
8 because really, I just be stressed out so
9 much.
10 Q. Could you tell me some of the
11 things that stress you out?
12 A. (No audible response.)
13 Q. Let me withdraw that last
14 question. You testified previously that
15 you cared for a foster child at some point
16 in time; is that correct?
17 A. No.
18 Q. You have never had a foster
19 child?
20 A. No.
21 Q. You did not testify --
22 A. I said I had a niece named
23 Gaylen McGhee.

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1 Q. Is it your testimony that you
2 have never had a foster child?
3 A. Correct.
4 Q. Even if that appears on your
5 tax returns, your testimony is that you
6 have never had a foster child?
7 A. Yes.
8 Q. Okay. Well, then, you have
9 testified that you have supported your
10 niece, correct?
11 A. Yes.
12 Q. Why have you had to support
13 your niece?
14 A. Well, because at that time,
15 her mother wasn't working.
16 Q. Who is her mother?
17 A. Who is her mother?
18 Q. Yes.
19 A. Marcie McGhee.
20 (Off-the-record discussion.)
21 Q. (BY MR. ADAY:) Are you
22 related to Marcie McGhee?
23 A. No, my brother had a baby by

1 A. Oh, not that I know of.
2 Q. Well, you would know if you
3 supported a child --
4 A. I mean, I do for all my nieces
5 and nephews.
6 Q. Because on your tax returns, I
7 will represent to you that you have
8 claimed that you have supported a niece, a
9 nephew and a foster child and have taken
10 deductions on your taxes based on them
11 being one of your dependents. Okay. So I
12 am asking you, have you supported a
13 nephew?
14 A. Yes.
15 Q. Who was that?
16 A. Justin McGhee.
17 Q. Why didn't you tell me that
18 earlier? I asked you earlier how many
19 children did you support, and you just
20 told me your niece.
21 A. I forgot.
22 Q. Are you having memory
23 problems, Ms. Love?

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1 her, had Gaylen by her.
2 Q. So she would have been your
3 sister-in-law if they had been married?
4 A. Yes.
5 Q. And can you tell me a little
6 bit about the situation which led to your
7 having to take care of her child?
8 A. She wasn't working.
9 Q. Is there any other reason you
10 had to take care of her child?
11 A. Well, she is my niece. I
12 mean, and I don't want my niece going
13 lacking for nothing.
14 Q. Did that cause you stress,
15 having to take care of --
16 A. Yes, when you are not really
17 able to do it.
18 Q. I understand. I am just
19 asking you. I mean, I completely
20 understand. Have you ever supported a
21 nephew of yours?
22 A. Not lately, I know I haven't.
23 Q. I'm sorry. Can you speak up?

1 A. No.
2 Q. Because you can't -- I mean,
3 if I can characterize your testimony, you
4 don't remember when your parents separated
5 or any of the circumstances around that;
6 and you are not remembering children that
7 you have supported that you have claimed
8 on your tax returns as being dependents;
9 is that correct?
10 MS. MUHAMMAD: Objection.
11 A. Because I --
12 MS. MUHAMMAD: I don't know if
13 you asked her about that particular nephew
14 before.
15 A. He asked me about --
16 MR. ADAY: I believe I did.
17 Q. (BY MR. ADAY:) I asked how
18 many children you have supported. You
19 told me your niece; and now you told me
20 your nephew?
21 A. You also asked me about the
22 foster child.
23 Q. Yes.

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1 A. You asked me who was Climmie
2 Love. You didn't say nothing about who
3 else --
4 Q. We will let the record speak
5 for itself on that. You have supported
6 Justin McGhee in addition to your niece,
7 who was --
8 A. Gaylen McGhee.
9 Q. Are there any other children
10 that you have supported?
11 A. No.
12 Q. Why did you have to support
13 Justin McGhee?
14 A. Because she wasn't working
15 either.
16 Q. Is that Marcie's son?
17 A. Yes.
18 Q. Are there any other reasons
19 why you had to support Justin McGhee other
20 than his mother not working?
21 A. That is the only reason.
22 Q. Did you provide financially
23 for Justin McGhee?

1 Q. Have you been upset that you
2 haven't gotten married to this point in
3 time?
4 A. No.
5 Q. Do you have any friends?
6 A. Friends? Yes.
7 Q. I noticed in Dr. Gam's report
8 that he said you don't visit friends?
9 A. I mean, I have a social -- but
10 I don't visit nobody. I don't go nowhere.
11 Q. Do they come visit at your
12 house?
13 A. They have, but I don't -- I
14 don't go visit.
15 Q. Who are some of your friends?
16 A. Who are some of my friends?
17 Marcie McGhee, Jennifer Shealy.
18 Q. I'm sorry. Can you speak up?
19 A. Jennifer Shealy.
20 Q. Would you say that Tiffany
21 Cross is one of your friends?
22 A. Yes.
23 Q. Do you have a close

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1 A. Yes.
2 Q. Did you provide for his
3 clothes?
4 A. Yes.
5 Q. Provide for his food?
6 A. Yes.
7 Q. Provide activities?
8 A. Yes.
9 Q. And you did that on top of
10 working, correct?
11 A. Yes.
12 Q. Did that add stress to your
13 life?
14 A. It is stressful when you are
15 trying to do something when you are really
16 not able, but it didn't, you know,
17 interfere -- you know, bother me as
18 much as what I am --
19 Q. Trust me. I understand, if it
20 caused you stress, that is all I am
21 asking. I understand it is not easy. Do
22 you want to get married some day?
23 A. Yes.

1 relationship with Tiffany Cross? Are you
2 all good friends, I should say?
3 A. Yes, we are good friends.
4 Q. You are good friends with
5 Marcie McGhee, I take it?
6 A. Yes.
7 Q. You are supporting her
8 children, I assume you all are friends; is
9 that correct?
10 A. Yes.
11 Q. Have you had any relationship
12 with your father since your mother and
13 father separated?
14 A. Not really.
15 Q. When is the last time you saw
16 him?
17 A. I can't recall.
18 Q. Has it been over ten years?
19 A. No.
20 Q. Less than ten years?
21 A. Uh-huh.
22 Q. Can you give me the
23 approximate time, the last time you saw

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1 him?
2 A. No.
3 Q. Does that upset you that you
4 haven't had the opportunity to have a
5 relationship with your father?
6 A. No.
7 Q. Why not?
8 A. I mean, it just don't.
9 Q. Did he ever do anything to
10 you?
11 A. No.
12 Q. Is he still alive?
13 A. What?
14 Q. Is he still alive?
15 A. Yes.
16 Q. Do you have any brothers or
17 sisters?
18 A. Yes.
19 Q. How many?
20 A. I have two brothers and one
21 whole sister and three half-sisters.
22 Q. Who are your brothers?
23 A. Lonnie Love, Alvin Ogletree,

1 sisters?
2 A. Yes.
3 Q. Do they all still live in the
4 Auburn/Opelika area?
5 A. Yes.
6 Q. Why did you tell Dr. Gam that
7 your father wasn't a good person?
8 MS. MUHAMMAD: Objection. We
9 don't know if she told him that, do we?
10 Has she testified to that?
11 MR. ADAY: I will rephrase.
12 Q. (BY MR. ADAY:) Dr. Gam's
13 report says that you told him that your
14 father was not a good person; is that
15 correct?
16 A. I don't recall telling him
17 that.
18 Q. Okay. Now, Ms. Love, I'm
19 going to ask you a few questions because I
20 have to, okay? I have to ask you, have
21 you ever been sexually assaulted in your
22 life?
23 A. No.

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1 Salissa Love --
2 Q. Is that your sister?
3 A. Yes.
4 Q. I was going to say, who is
5 your whole sister?
6 A. Whole sister, yeah.
7 Q. Salissa?
8 A. Yes, S-A-L-I-S-S-A.
9 Q. And who are your half-sisters?
10 A. Okay. Sharonda Webb,
11 Elaine -- I don't know what her married
12 name is, but it was Ogletree, and Melody
13 Ogletree.
14 MS. MUHAMMAD: Would you spell
15 those so that the court reporter would
16 have the spellings.
17 Q. (BY MR. ADAY:) My next
18 question; yes, please, if you could spell
19 those names for the court reporter?
20 A. Elaine, E-L-A-I-N-E, Melody is
21 M-E-L-O-D-Y. Excuse me. I am sorry.
22 Q. Do you have a good
23 relationship with all your brothers and

1 Q. Have you ever lost a loved
2 one, a close relative?
3 A. Yes.
4 Q. Who is that?
5 A. My grandmother.
6 Q. What was her name?
7 A. Ann Liz McCrae --
8 Q. You have to speak up.
9 A. Ann Liz McCrae. Excuse me.
10 Q. And when did she die?
11 A. She died in -- I think it was
12 like '03.
13 Q. Were you close with her?
14 A. Yes.
15 Q. How old was she when she died?
16 A. She was -- I think she was
17 like eighty-four or eighty-five.
18 Q. Had she been sick?
19 A. Yes.
20 Q. Did you have to care for her
21 while she was sick?
22 A. No.
23 Q. Who cared for her?

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1 A. My auntie.
2 Q. Ms. Love, do you find that you
3 are able to remember some things clearly
4 and other things you can't remember very
5 well?
6 A. Do I find myself remembering
7 some things clearly? Yes.
8 Q. Okay. Because you just
9 testified you remembered the year and age
10 of your grandmother at the time of her
11 death, but you also testified that you
12 couldn't remember any details of your
13 parents' separation. And I am asking you,
14 do you have memory problems?
15 A. No.
16 Q. Is it possible that you don't
17 recall some of the details of your
18 employment at Dollar General?
19 A. Is it possible I what now?
20 Q. Is it possible that you don't
21 remember some of the details of your
22 employment at Dollar General?
23 A. No.

1 Q. What church is that?
2 A. Mount Pelia in Waverly,
3 Alabama.
4 (Off-the-record discussion.)
5 Q. (BY MR. ADAY:) Do you attend
6 church regularly?
7 A. Yes.
8 Q. Do you have friends at church?
9 A. Mostly everybody in church is
10 my relative.
11 Q. Well, my question was do you
12 have friends at church?
13 A. Yes.
14 Q. Do you ever go on activities
15 with your church?
16 A. No.
17 Q. Do you ever go to parties with
18 your church group?
19 A. No.
20 Q. Would you consider yourself an
21 outgoing person?
22 A. No.
23 Q. Do you feel that you are good

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1 Q. You are saying you remember
2 everything about your employment at Dollar
3 General?
4 A. Yes.
5 Q. But you don't remember when
6 your parents were separated?
7 A. No.
8 Q. If Dr. Gam said that you had
9 memory problems, would he be incorrect?
10 A. I can't --
11 Q. You have no reason to doubt
12 him though, right?
13 A. No.
14 Q. You said he was a good doctor,
15 correct?
16 A. Yes, I did.
17 Q. How old is your father?
18 A. My father is -- I want to say
19 he is about sixty-two or sixty-three. I'm
20 not exactly for sure, though.
21 Q. Are you a member of a church,
22 Ms. Love?
23 A. Yes.

1 at facing problems and overcoming those
2 problems?
3 A. Yes.
4 Q. Earlier in the deposition, we
5 talked about Candice Harrison and Donna
6 Tally. And we talked about that they made
7 complaints that you had asked -- you had
8 let -- strike that.
9 Why do you think Donna Tally
10 would say that you asked her for discounts
11 on pajamas and on a gallon of iced tea and
12 on a gallon of milk?
13 A. Because I think she would say
14 that because when I -- that I called -- I
15 called ERC and made a complaint about --
16 against Charles, her uncle.
17 Q. But you deny the merits of
18 those --
19 A. Excuse me?
20 Q. You deny that her complaint
21 has any merit, right?
22 A. Yes.
23 Q. But you don't deny that it

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1 happened, correct?
2 A. I mean, it didn't happen.
3 Q. But I think you testified
4 earlier that if we had documents to show
5 that it did happen, you would have no way
6 to refute that, would you?
7 A. I can't understand you.
8 Rephrase.
9 Q. If Dollar General has
10 documents that show that she did make a
11 complaint, you wouldn't have any way to
12 refute that, now, would you?
13 A. I mean I wouldn't have --
14 Q. The existence of the
15 complaint, correct?
16 A. Correct.
17 Q. Okay. We have covered that.
18 Let me move on. All right. Ms. Tally, I
19 am going to show you a document -- I'm
20 sorry, Ms. Love -- that I am going to mark
21 as Defendant's Exhibit 6.
22 (Whereupon, Defendant's
23 Exhibit 6 was marked for

1 I was being treated.
2 Q. So you didn't have any
3 conversations with her about this case?
4 A. I mean, I talked to her about
5 it, but she actually witnessed it herself
6 because --
7 Q. My question is, did you have
8 any conversations with her about your
9 lawsuit that you filed against Dollar
10 General?
11 A. Yes.
12 Q. What did you talk to her
13 about?
14 A. I can't recall.
15 Q. So if you didn't talk to her
16 about your case, what would she know about
17 your lawsuit?
18 A. I am saying that I didn't
19 discuss it with her about my lawsuit, it
20 was just she witnessed what I was going
21 through when I was there.
22 Q. What did she witness, exactly?
23 A. She witnessed how terrified I

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1 identification.)
2 Q. (BY MR. ADAY:) Take a look at
3 that. Do you recognize that document,
4 Ms. Love?
5 A. Yes.
6 MR. ADAY: Let the record
7 reflect that it is Plaintiff's Initial
8 Disclosures.
9 Q. (BY MR. ADAY:) I will just
10 ask you a few questions about this. Who
11 is Jean Love?
12 A. That is my mother. Her name
13 is Climmie Jean Love.
14 Q. So that is Climmie Love, your
15 mother?
16 A. Yes.
17 Q. Have you discussed your case
18 with her?
19 A. Well, I really didn't have to
20 discuss it with her because when I was
21 going through the problems I was having at
22 Dollar General, she was a witness, she
23 would see how it would terrify me, the way

1 was when I would get off at work at night
2 because I would come home crying.
3 Q. Anything else?
4 A. (No audible response.)
5 Q. Okay. Tiffany Cross, she was
6 your store manager at Opelika, correct?
7 A. Yes.
8 Q. She is a friend of yours,
9 correct?
10 A. Yes.
11 Q. Do you know if she still works
12 for Dollar General?
13 A. I'm not for sure.
14 Q. Did you have any conversations
15 with her about your case?
16 A. I can't recall at the moment.
17 Q. Are you aware she was
18 terminated from Dollar General?
19 A. No.
20 Q. Are you aware she was
21 terminated for bouncing checks at Dollar
22 General?
23 A. No.

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1 Q. Marcie McGhee, I think you
2 testified is a friend of yours, correct?
3 A. Yes.
4 Q. You have taken care of her
5 children, correct?
6 A. Yes.
7 Q. Have you had conversations
8 with her about your case?
9 A. No. No.
10 Q. Even though she submitted an
11 affidavit that you have produced through
12 your lawyer, you have never talked to her
13 about your case?
14 A. I mean, she wrote an affidavit
15 about when they wouldn't hire her.
16 Q. Did you talk to her about
17 that?
18 A. Did I talk to her about it?
19 Q. (Nodding.)
20 A. She was asking questions why
21 they wouldn't hire her.
22 Q. Okay. Jamie Jennings, was
23 that a co-workers of yours?

1 A. No.
2 Q. Tammy Stevenson?
3 A. No.
4 Q. Never had any conversations
5 with her about your case?
6 A. No.
7 Q. Donna Tally?
8 A. No.
9 Q. Wanda, last name unknown --
10 who is Wanda?
11 A. She is the lady that I talked
12 to when I called ERC.
13 Q. Okay. And Jamie Jennings, you
14 put her down on your initial disclosures
15 because she would be able to testify just
16 to your overall job performance; is that
17 correct?
18 A. Jamie who?
19 Q. Jamie Jennings.
20 A. Yes.
21 Q. Same with Julie Morrison?
22 A. Yes. And Tammy Stevenson.
23 Q. And the same with Donna Tally?

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1 A. Jamie Jennings, that is Jeff
2 Jennings' stepdaughter. That is -- I
3 don't know if that is really her last
4 name, but I just assumed it because that
5 is his stepdaughter.
6 Q. Was she a coworker of yours
7 was my question.
8 A. Yes.
9 Q. Did you ever have any
10 conversations with her about the case?
11 A. No.
12 Q. Okay. Johnnie, I assume is
13 Johnnie Todd; is that correct?
14 A. Correct.
15 Q. Did you have any conversations
16 with Johnnie Todd about your case?
17 A. No.
18 Q. Julie Morrison, is that a
19 coworker of yours?
20 A. She was the store manager at
21 the Dollar General next to Kroger.
22 Q. Did you ever have any
23 conversations with her about your case?

1 A. And Donna Tally, yes, because
2 I trained her.
3 (Whereupon, Defendant's
4 Exhibit 7 was marked for
5 identification.)
6 MR. ADAY: I will mark a
7 document as Defendant's Exhibit 7.
8 Q. (BY MR. ADAY:) I ask that you
9 take a look at it.
10 MS. MUHAMMAD: Do you have
11 copies for me?
12 MR. ADAY: I think so.
13 Q. (BY MR. ADAY:) Do you
14 recognize that document, Ms. Love?
15 A. Yes.
16 Q. And that is your response to
17 Dollar General's interrogatories to you;
18 is that correct?
19 A. Yes.
20 Q. I would like to turn your
21 attention to Page 6. Is that your
22 signature?
23 A. Yes.

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1 Q. And by signing, you have
2 signified that everything is true and
3 correct on this document?
4 A. Correct.
5 (Whereupon, Defendant's
6 Exhibit 8 was marked for
7 identification.)
8 MR. ADAY: I will mark a
9 document as Defendant's Exhibit 8.
10 MS. MUHAMMAD: I don't think I
11 have a 6. Do you have a copy for me of 6?
12 MR. ADAY: Initial
13 disclosures.
14 Q. (BY MR. ADAY:) Have you seen
15 that document before, Ms. Love?
16 A. Yes.
17 Q. Okay. And that is your
18 response to our Request for Production of
19 Documents; is that correct?
20 A. Uh-huh.
21 Q. Everything in here is true and
22 correct to the best of your ability?
23 A. Yes.

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1 Q. And you have already produced,
2 through your lawyer, some additional
3 documents today; is that right?
4 A. Correct.
5 Q. Are there any other documents
6 that you intend to produce in this case in
7 response to our Request for Production?
8 A. No, not at this moment, no.
9 Q. Are you thinking there's a
10 possibility you could find any additional
11 documents responsive to any of these
12 requests?
13 A. No.
14 Q. Okay.
15 A. No.
16 Q. Ms. Love, we are going to ask
17 you some general background questions.
18 Before coming to Dollar General, where did
19 you work?
20 A. Before I came to Dollar
21 General, I worked at One Source and
22 Sodexho.
23 (Off-the-record discussion.)

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1 A. S-O-D-E-X-H-O.
2 Q. (BY MR. ADAY:) What did you
3 do for One Source and Sodexho?
4 A. Custodian.
5 Q. Where was your work location?
6 A. Tuskegee. Tuskegee
7 University. It should be on Page 3.
8 Q. That was immediately prior to
9 working at Dollar General, correct?
10 A. Yes.
11 Q. Okay. And how long did you
12 work there?
13 A. I worked there 2000 -- from
14 July 2000 to February of 2005.
15 Q. Okay. And where did you work
16 before Tuskegee University, Sodexho and
17 One Source?
18 A. Taco Bell.
19 Q. What did you do at Taco Bell?
20 A. I was a lead cashier.
21 Q. What does that mean to be a
22 lead cashier?
23 A. It is just like a shift

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1 leader.
2 Q. What does that mean?
3 A. That means you be running a
4 shift, you are over a shift, supervisor
5 over a shift.
6 Q. So if a cashier would have a
7 problem, they would come to you?
8 A. Yes.
9 Q. Did you have a manager at Taco
10 Bell that oversaw the whole restaurant?
11 A. Yes, a store manager.
12 Q. Okay. Did you have assistant
13 store manager as well?
14 A. Well, I don't think we had one
15 at our store.
16 Q. Was there any position between
17 cashier and store manager?
18 A. Probably assistant store
19 manager, but, you know, we didn't have one
20 so --
21 Q. You didn't have one at the
22 time?
23 A. Huh-uh.

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1 Q. Were your job duties as a
2 cashier the typical job duties you would
3 expect of a cashier, you rang up food
4 purchases?
5 A. Take orders.
6 Q. Take orders? Did you do any
7 other job duties there?
8 A. Schedule, make the schedule
9 up, make orders, not orders -- like
10 invoices -- do invoices, I mean,
11 everything that the store managers would
12 do, the lead cashier would fill in and do
13 it, you know, if he had some --
14 Q. Did the other cashiers have to
15 report to you in any way?
16 A. Well, they -- if they were
17 going to be late or something, I could
18 take the call and let the store manager
19 know they were going to be late or
20 whatever like that.
21 Q. Anything else?
22 A. That would be all.
23 Q. What did you do before Taco

1 Young's Plant Farm?
2 A. It must have got cut off
3 because Greg Philpot was my supervisor.
4 Q. And what did you do for
5 Young's Plant Farm?
6 A. I was like -- what is it,
7 scanner?
8 Q. I'm sorry?
9 A. I was a scanner.
10 Q. What did you do?
11 A. The scanner? That is when the
12 pots and everything go inside the machine
13 and I have got to make sure everything
14 stays on track.
15 Q. Did you work for Burger King
16 before?
17 A. Yes. Before Young's.
18 Q. Was that your first job?
19 A. Yes.
20 Q. Have you had any other jobs
21 before Dollar General?
22 A. No. Talking about before
23 Dollar General?

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1 Bell?
2 A. I worked at Health Data.
3 Q. What did you do for Health
4 Data?
5 A. Data input operator.
6 Q. Okay. What did that entail
7 your doing for them?
8 A. Filing auto accidents.
9 Q. How long were you there?
10 A. I was there from July 1998
11 until December 1998.
12 (Off-the-record discussion.)
13 Q. (BY MR. ADAY:) And where did
14 you work before Health Data?
15 (Off-the-record discussion.)
16 A. Young's Plant Farm.
17 (Off-the-record discussion.)
18 Q. (BY MR. ADAY:) And you are
19 looking at your interrogatory responses
20 right now, correct?
21 A. Uh-huh.
22 Q. Did that get cut off, do you
23 see anywhere on your responses that says

1 Q. Before Dollar General, did you
2 have any other jobs other than what we
3 have talked about here?
4 A. Oh, these are the only ones.
5 Q. You never worked for Auburn?
6 A. Auburn University? I worked
7 for Southern Management at Auburn
8 University but that is where I am at now.
9 Q. That is afterwards?
10 A. Yeah.
11 Q. That is my next question.
12 Southern Management, what are you doing
13 for them?
14 A. Custodian. I am a crew
15 leader.
16 Q. Southern Management. Okay.
17 Is that a custodian company?
18 A. Uh-huh.
19 Q. Okay. And your work location
20 is Auburn University?
21 A. Yes.
22 Q. And you make six ninety-five
23 an hour, correct?

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<p>1 A. Well, my pay went up now since 2 then. 3 Q. Okay. What is your pay now? 4 A. Seven fifty. 5 Q. Do you supervise anybody in 6 that job? 7 A. Yes. Well, I am a crew 8 leader/trainer. 9 Q. What does that mean? 10 A. That means all the new 11 employees, I train them. 12 Q. Now, at any of these jobs that 13 you listed, were you ever disciplined for 14 any reason? 15 A. No. 16 Q. Did you ever make any kind of 17 complaint to management about anything? 18 A. No. 19 Q. You never complained about 20 anything, any kind of complaint? 21 A. Not that I can recall. 22 Q. You never had a written 23 disciplinary form at any of these</p>	<p>1 don't no company need to or nobody need to 2 be discriminated toward nobody, against 3 nobody. You know, they need to treat 4 everybody the same, no matter if it is 5 your niece, your stepdaughter, you still 6 ought to be treated the same. 7 MR. ADAY: Can we take a quick 8 break? I think I am almost done. 9 MS. MUHAMMAD: Sure. 10 (Off-the-record discussion.) 11 Q. (BY MR. ADAY:) Ms. Love, I 12 just have a few more questions for you. I 13 want to make sure I know everything, okay. 14 You are suing Dollar General because you 15 did not get the assistant store manager 16 position; is that correct? 17 A. I am suing Dollar General 18 because of discrimination -- okay. 19 Q. I want to know all your claims 20 against Dollar General. Are you -- 21 A. Discrimination. 22 Q. Are you suing because you did 23 not get the assistant store manager?</p>
Page 122	Page 124
<p>1 employers? 2 A. A written disciplinary -- 3 like -- 4 Q. Were you ever disciplined at 5 any of these employers? 6 A. No. No. 7 Q. Were you ever counseled on 8 your job performance? 9 A. No. 10 Q. Were you evaluated on your job 11 performance? 12 A. Yes, I was evaluated. 13 Q. Did you ever receive a poor 14 evaluation? 15 A. No. 16 Q. Why are you suing Dollar 17 General, Ms. Love? 18 A. Because they did 19 discrimination toward me. 20 Q. What do you hope to get out of 21 this lawsuit? 22 A. Well, I really haven't thought 23 about what I hope to get. My thing is,</p>	<p>1 A. I am suing because of 2 discrimination. I was being -- they 3 discriminated -- I was being 4 discrimination (sic) against because -- 5 Q. And, once again, I'm going to 6 strike this as unresponsive because I want 7 to know your claims in this lawsuit. 8 A. Okay. 9 Q. The first one I am saying, I'm 10 not asking why, I am saying are you suing 11 because you did not get the assistant 12 store manager position at the Auburn 13 store? 14 A. I'm not suing because of that. 15 Q. You are not suing because of 16 that? 17 A. (No audible response.) 18 Q. Are you suing because you 19 didn't get the assistant store manager at 20 the Midway Plaza store? 21 A. No. 22 Q. Are you suing because you were 23 terminated from Dollar General?</p>

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<p>1 A. I am suing because I was 2 treated unfairly and discrimination 3 towards me. 4 Q. That is it, that is the only 5 reason? 6 A. That is the only one. 7 Q. And it doesn't have anything 8 to do with your not getting the assistant 9 store manager position, correct? 10 A. I mean, it really doesn't but 11 they looked over me. So maybe you could 12 say it started with that, the way they -- 13 you know, the way they treated me, but the 14 reason why is because I was treated 15 unfairly and discrimination. 16 MS. MUHAMMAD: I think her 17 Complaint sets it out. 18 MR. ADAY: I'm entitled to ask 19 why she sued the company and what she 20 expects to get out of it. 21 MS. MUHAMMAD: But she is not 22 a lawyer. 23 MR. ADAY: I understand. And</p>	<p>1 A. No. 2 MR. ADAY: Object to the form. 3 Q. (BY MS. MUHAMMAD:) So is it 4 your testimony that your being overlooked 5 for the position as manager of the store 6 in Opelika is the same thing as being 7 discriminated against? 8 A. Yes. 9 MR. ADAY: Object to the form. 10 Q. (BY MS. MUHAMMAD:) Is that 11 your testimony? 12 A. Yes. 13 MR. ADAY: Object to the form. 14 She has testified on these areas. 15 Q. (BY MS. MUHAMMAD:) In your 16 Complaint, you also show that you were 17 demanding relief from Dollar General for 18 back pay. Are you now testifying that you 19 don't want back pay? 20 A. No. 21 MR. ADAY: Object to the form. 22 Legal conclusion. 23 Q. (BY MS. MUHAMMAD:) When</p>
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<p>1 I'm not asking for a lawyer answer. 2 Q. (BY MR. ADAY:) Any other 3 reason why you are suing Dollar General? 4 A. No. 5 Q. I have nothing further at this 6 time. 7 8 EXAMINATION BY MS. MUHAMMAD: 9 Q. Just for clarification, 10 Ms. Love, I have a few questions I need to 11 ask you. In your Complaint, you included 12 mental anguish as a reason to sue Dollar 13 General, are you now saying that you are 14 not suing Dollar General for mental 15 anguish? 16 A. No. 17 Q. Okay. In addition to the 18 discrimination charge -- strike that. 19 Because of the discrimination 20 charge that you said occurred when Dollar 21 General overlooked you for the position 22 that you were in line for, are you now 23 saying that that was not discrimination?</p>	<p>1 Mr. Aday asked you earlier about those 2 things that you wanted from Dollar 3 General, you did not include back pay. 4 Are you now saying that you would like to 5 get back pay? 6 A. Yes. 7 MR. ADAY: Object to the form. 8 Legal conclusion. 9 Q. (BY MS. MUHAMMAD:) When 10 Mr. Aday asked you earlier, you didn't 11 mention anything about actual, 12 compensatory, liquidated and punitive 13 damages. Are you saying you don't want 14 any damages in this case now? 15 A. No. 16 MR. ADAY: Object to the form. 17 Same objection. 18 Q. (BY MS. MUHAMMAD:) In your 19 Complaint, you claim that you have been 20 subjected to emotional pain and suffering 21 as a result of your claim of 22 discrimination against Dollar General. 23 Are you saying now that you do not claim</p>

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<p>1 emotional pain and suffering?</p> <p>2 A. No.</p> <p>3 MR. ADAY: Object to the form.</p> <p>4 Same objection.</p> <p>5 Q. (BY MS. MUHAMMAD:) In your</p> <p>6 Complaint against Dollar General, you show</p> <p>7 that you are asking for reasonable costs</p> <p>8 and expenses, including reasonable</p> <p>9 attorney's fees. When you told Mr. Aday a</p> <p>10 few moments ago that you had no further</p> <p>11 claims or you weren't seeking anything</p> <p>12 more, are you now saying that you don't</p> <p>13 want reasonable costs and expenses,</p> <p>14 including reasonable attorney's fees?</p> <p>15 A. No.</p> <p>16 MR. ADAY: Object to the form.</p> <p>17 Same objection.</p> <p>18 Q. (BY MS. MUHAMMAD:) In your</p> <p>19 Complaint against Dollar General, you are</p> <p>20 claiming future pecuniary losses. Are you</p> <p>21 now saying that you don't have a claim for</p> <p>22 that against Dollar General?</p> <p>23 A. No.</p>	<p>1 Q. (BY MS. MUHAMMAD:) You can</p> <p>2 answer.</p> <p>3 A. Oh. It shows that --</p> <p>4 Q. Item Number 3-A shows what?</p> <p>5 A. Back pay.</p> <p>6 Q. Okay? And what amount are you</p> <p>7 asking for back pay?</p> <p>8 A. Forty-five thousand plus the</p> <p>9 interest of twelve percent.</p> <p>10 Q. Okay. And for compensatory</p> <p>11 damages in 3-B, what are you asking for?</p> <p>12 A. Forty-five thousand --</p> <p>13 MR. ADAY: Same objection to</p> <p>14 this whole line of questioning.</p> <p>15 A. Forty-five thousand plus</p> <p>16 interest at twelve percent.</p> <p>17 Q. (BY MS. MUHAMMAD:) In Item</p> <p>18 Number 3-C, what are you asking?</p> <p>19 A. 1.5 -- 1.5 million --</p> <p>20 Q. For what?</p> <p>21 A. -- plus interest.</p> <p>22 Q. So, now, since you have looked</p> <p>23 at the document that Mr. Aday offered into</p>
Page 130	Page 132
<p>1 MR. ADAY: Same objection.</p> <p>2 Q. (BY MS. MUHAMMAD:) If you</p> <p>3 will, look at Exhibit 6 with me, please,</p> <p>4 Plaintiff's Initial Disclosures. When</p> <p>5 Mr. Aday asked you earlier what were you</p> <p>6 claiming against Dollar General, what did</p> <p>7 you want from Dollar General, did you look</p> <p>8 at Item Number 3 in your Plaintiff's</p> <p>9 Initial Disclosures?</p> <p>10 A. No.</p> <p>11 Q. So when you answered him to</p> <p>12 say that there was nothing else that you</p> <p>13 wanted, that was not a correct answer, was</p> <p>14 it?</p> <p>15 A. Yes -- no, I mean it wasn't a</p> <p>16 correct answer.</p> <p>17 Q. So if you look at your Initial</p> <p>18 Disclosures, does it say what it is that</p> <p>19 you said you want from Dollar General?</p> <p>20 A. Yes.</p> <p>21 Q. What does it show, ma'am?</p> <p>22 MR. ADAY: Object to the form.</p> <p>23 Legal conclusions.</p>	<p>1 evidence as Exhibit Number 6, those</p> <p>2 answers that you just gave, are those the</p> <p>3 correct answers you want the record to</p> <p>4 reflect on what it is you are asking for</p> <p>5 from Dollar General?</p> <p>6 A. Yes.</p> <p>7 MR. ADAY: Object to the form.</p> <p>8 Q. (BY MS. MUHAMMAD:) You</p> <p>9 earlier testified that you had complained</p> <p>10 to ERC. What is ERC?</p> <p>11 A. ERC is where you call if you</p> <p>12 are having problems on your job or</p> <p>13 something and you are not being treated</p> <p>14 right or harassment, discrimination, you</p> <p>15 call there and make a complaint.</p> <p>16 Q. And is that an office within</p> <p>17 Dollar General?</p> <p>18 A. Yes.</p> <p>19 MR. ADAY: Object to the form.</p> <p>20 Q. (BY MS. MUHAMMAD:) And I</p> <p>21 believe you testified that you talked to</p> <p>22 Wanda, someone by the name of Wanda or</p> <p>23 Wendy?</p>

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<p>1 A. Wendy.</p> <p>2 Q. Wendy?</p> <p>3 A. Yes.</p> <p>4 Q. When you called ERC and spoke</p> <p>5 with Wendy, what was your conversation</p> <p>6 with Wendy?</p> <p>7 A. Well, I just -- I told Wendy</p> <p>8 that I wasn't being treated fair, they</p> <p>9 overlooked me on the job. I explained it</p> <p>10 to her, you know, that I was training</p> <p>11 Donna, and instead of them giving me the</p> <p>12 position, they gave it to Donna.</p> <p>13 And I let them know that I was</p> <p>14 going through, you know, being treated</p> <p>15 discrimination (sic) against.</p> <p>16 Q. You told Wendy that you felt</p> <p>17 that you were being discriminated against?</p> <p>18 A. Yes.</p> <p>19 Q. Did you ever receive any</p> <p>20 written performance evaluations from any</p> <p>21 of your supervisors while you were</p> <p>22 employed at Dollar General?</p> <p>23 A. No.</p>	<p>1 coming to their store. I'm not for sure</p> <p>2 they did. I haven't seen it.</p> <p>3 Q. So if we request of Mr. Aday</p> <p>4 to produce records showing your</p> <p>5 performance evaluations, if there are any,</p> <p>6 they would be in your personnel file?</p> <p>7 A. It should be.</p> <p>8 MR. ADAY: Object to the form.</p> <p>9 Q. (BY MS. MUHAMMAD:) During</p> <p>10 Mr. Aday's questioning, he asked you about</p> <p>11 an employee by the name of Candice</p> <p>12 Harrison and that she had filed a</p> <p>13 complaint against you. Did you ever</p> <p>14 receive notice of that complaint?</p> <p>15 A. No.</p> <p>16 Q. You may not be able to dispute</p> <p>17 the complaint, but can you dispute whether</p> <p>18 or not the complaint is true or false?</p> <p>19 A. Yes.</p> <p>20 Q. And is that complaint true or</p> <p>21 false?</p> <p>22 A. False.</p> <p>23 Q. Had you heard anything about</p>
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<p>1 Q. Specifically the one at</p> <p>2 Opelika, did you receive any evaluations</p> <p>3 there, written evaluations?</p> <p>4 A. I can't recall, no.</p> <p>5 Q. I believe you testified</p> <p>6 earlier that you had worked at a store in</p> <p>7 Opelika, a store in Auburn, a store on</p> <p>8 Pepperell Parkway. Is that in Opelika</p> <p>9 also?</p> <p>10 A. I worked at the one on 51, at</p> <p>11 Marvin.</p> <p>12 Q. So you worked at Auburn,</p> <p>13 Opelika, Marvin -- was there another one?</p> <p>14 A. Midway Plaza.</p> <p>15 Q. Of the four Dollar Generals</p> <p>16 that you worked in, did any of those</p> <p>17 supervisors ever do a written evaluation</p> <p>18 of your performance?</p> <p>19 A. I can't -- I'm not for sure.</p> <p>20 If they did, it was probably Tiffany, but</p> <p>21 I worked at all of them so -- all of them</p> <p>22 was talking about how good a worker I am</p> <p>23 so didn't nobody have a problem about me</p>	<p>1 that complaint before today?</p> <p>2 A. No.</p> <p>3 Q. You also heard Mr. Aday ask</p> <p>4 you questions about a complaint filed by</p> <p>5 Donna Tally. And do you have any notice</p> <p>6 or did you receive any notice of that</p> <p>7 complaint?</p> <p>8 A. No.</p> <p>9 Q. I believe Ms. Harrison's</p> <p>10 complaint had to do with a candy bar. Are</p> <p>11 you familiar with anything about a candy</p> <p>12 bar being brought up as a complaint?</p> <p>13 MR. ADAY: I'm going to object</p> <p>14 to the form. She has already testified to</p> <p>15 what she knows about this. This is trying</p> <p>16 to rehabilitate and regurgitate testimony</p> <p>17 that has already been given. I'm not</p> <p>18 going to allow her to contradict her prior</p> <p>19 sworn testimony.</p> <p>20 A. I called -- no.</p> <p>21 Q. (BY MS. MUHAMMAD:) Okay. No</p> <p>22 is your answer. That is fine.</p> <p>23 Mr. Aday asked you questions</p>

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1 regarding a conference that you had with
2 Jack Trawick and Johnnie Todd. When you
3 told them during that conference that you
4 did not want to answer any more questions
5 without a witness or an attorney present,
6 had either of them asked you anything
7 about a candy bar being given to someone
8 or offered to someone?
9 A. No.
10 Q. Had either of them asked you
11 anything about milk and tea and whatever
12 else it was --
13 A. No.
14 Q. -- at that time Donna Tally
15 was supposed to complain about?
16 A. No.
17 Q. None of that had been
18 discussed during that conference with
19 them?
20 A. No.
21 Q. At the time that Jack Trawick
22 asked you for the store keys, did you know
23 anything about those complaints being

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1 present that he was investigating me when
2 he came in the first time.
3 Q. Do you remember the date of
4 that investigation?
5 A. No. All I know is that
6 Jeff -- Jeff Jennings, the store manager,
7 he was gone to a meeting in Phenix City.
8 (Off-the-record discussion.)
9 A. He asked me what was going on,
10 you know, asked me why did I call ERC and
11 stuff. He told me that he was here to get
12 a statement and -- get my statement.
13 So I was telling him about, you
14 know, how they looked over me and
15 everything for the position and stuff.
16 And then he asked me who got -- who -- is
17 the position still available and stuff
18 like that. I am like, "No, Charles
19 McDonald's niece, Donna Taffy, got the
20 position."
21 And I was just telling him that
22 I wasn't being treated fairly and it was
23 just discrimination -- they were doing

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1 filed by --
2 A. No.
3 Q. -- Donna Tally?
4 A. No.
5 Q. By Candice Harrison?
6 A. No.
7 Q. Did at any time during the
8 conversation or conference that you had
9 with Jack and Johnnie, was there any
10 question asked of you about a complaint
11 that was filed by anyone against you?
12 A. No.
13 Q. Had you ever met with Jack
14 Trawick before that particular instance
15 when he and Johnnie Todd met with you?
16 A. Yes.
17 MR. ADAY: Object to the form.
18 Q. (BY MS. MUHAMMAD:) Okay.
19 Tell us about that meeting that you had.
20 A. He came into the store right
21 after I called ERC the first time. And he
22 told me that he was there to do an
23 investigation. Now, he did, you know,

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1 discrimination towards me. And that is
2 why I called ERC and made a complaint.
3 Q. (BY MS. MUHAMMAD:) Who else
4 was in the store with you at the time?
5 A. No one but me and Jack, Jack
6 Trawick.
7 Q. Did he record that
8 conversation that you all had?
9 A. I'm not for sure. He had a
10 recorder with him, but he didn't present
11 it in my presence.
12 Q. He didn't tell you that he was
13 recording it?
14 A. Huh-uh.
15 Q. Did you see him making any
16 notes?
17 A. He did have a notepad with
18 him.
19 Q. And you saw him writing
20 down --
21 A. Yes.
22 Q. -- on the pad? Was this
23 meeting with Jack Trawick that you are

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1 testifying about now prior to the one
2 where he and Johnnie Todd came to you?
3 A. Came back?
4 Q. Right.
5 A. It was before -- before they
6 came the second time. The second time,
7 that is when he brought the witness --
8 Johnnie Todd with him. The first time he
9 came by himself.
10 Q. During that conversation, did
11 he talk about any complaints being made
12 against you?
13 A. No. He just talked -- he
14 asked me about the complaint that I made
15 when I called ERC.
16 Q. Did at any time you have a
17 conversation with Tiffany Cross regarding
18 the conversation you had with Jack
19 Trawick, the first conversation?
20 A. Yes. Tiffany called me that
21 evening.
22 Q. And when you say that evening,
23 what evening are you talking about?

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1 A. The evening of when Jack
2 Trawick came out to do the investigation.
3 Q. When he first came to you?
4 A. The first time. The first
5 time, when he came by himself.
6 Q. Regarding the ERC complaint?
7 A. Exactly.
8 Q. Okay. Tiffany Cross called
9 you that evening?
10 A. Yes.
11 Q. What did you all talk about?
12 A. Well, she was asking me about
13 the complaint. And I mean, she said, "Why
14 you made a complaint?" I was telling her
15 why I made the complaint. She was like,
16 "Well, you know, Jack Trawick -- after you
17 made the complaint he came up to the store
18 where they were having the store manager
19 meeting at. And he -- you know, I
20 overheard him tell Charles McDonald and
21 Johnnie -- what is his name, Jeff
22 Jennings -- that they needed to get rid of
23 you because you may cause trouble."

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1 So, you know, and I was like
2 well, I just -- you know, I did what I
3 feel was right because they did look over
4 me and they treated me unfairly and it was
5 discrimination towards me so -- at that
6 point, I just --
7 Q. Is Tiffany Cross black or
8 white?
9 A. She is white. She is also
10 Charles McDonald's niece.
11 Q. I am going to show you what is
12 going to be marked as Plaintiff's Exhibit
13 9.
14 (Off-the-record discussion.)
15 (Whereupon, Plaintiff's
16 Exhibit 9 was marked for
17 identification.)
18 Q. (BY MS. MUHAMMAD:) Ms. Love,
19 you are looking at an affidavit that was
20 prepared and signed by Tiffany Cross.
21 Would Ms. Cross have any reason to
22 fabricate an affidavit, as far as you
23 know?

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1 A. No.
2 MS. MUHAMMAD: Let me take a
3 look at that.
4 Q. (BY MS. MUHAMMAD:) A moment
5 ago, you testified that Ms. Cross had
6 called you. And on Page 1 of Ms. Cross's
7 affidavit, Number -- Item Number 2 reads,
8 "I recall an incident that occurred in the
9 Phenix City store on an occasion when
10 there was a managers' meeting. Jack
11 Trawick had just returned from the Auburn
12 store, investigating a complaint that
13 Kinera Love called into ERC because she
14 did not get the position of assistant
15 manager. Jack was talking to Charles
16 McDonald and Jeff Jennings. And I heard
17 him tell Jeff and Charles that they needed
18 to get rid of Kinera because she could
19 cause them some trouble."
20 Is that what she said to you?
21 A. Yes.
22 Q. She also indicates in her
23 affidavit in Item Number 3, "I recall

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<p>1 that, instead of them hiring Kinera whom I</p> <p>2 know was capable and qualified for the</p> <p>3 assistant manager position, they hired a</p> <p>4 white female, Donna Tally, Charles' niece.</p> <p>5 I know that Donna had no managerial</p> <p>6 experience when they hired her. I know</p> <p>7 that she had been on a job at Dollar</p> <p>8 General for only two weeks before the</p> <p>9 position was given to her. I know that</p> <p>10 she came to Dollar General from a factory</p> <p>11 assembly line, and I know Kinera was in</p> <p>12 line to be promoted to the assistant</p> <p>13 manager position."</p> <p>14 MR. ADAY: I'm going to</p> <p>15 object. The document speaks for itself,</p> <p>16 Lateefah.</p> <p>17 Q. (BY MS. MUHAMMAD:) Would</p> <p>18 Tiffany Cross have any reason to fabricate</p> <p>19 any of this information that she shows in</p> <p>20 her affidavit?</p> <p>21 A. No.</p> <p>22 MR. ADAY: Object to the form.</p> <p>23 Asked and answered.</p>	<p>1 affidavit on your behalf?</p> <p>2 A. No.</p> <p>3 Q. Did at any time you present an</p> <p>4 application for employment to Ms. McGhee</p> <p>5 from Dollar General?</p> <p>6 A. Yes.</p> <p>7 Q. When you presented that</p> <p>8 application to her, did she complete it</p> <p>9 and submit it back to the store for</p> <p>10 employment?</p> <p>11 A. Yes.</p> <p>12 Q. Do you know if she was</p> <p>13 interviewed by someone in the store?</p> <p>14 A. Yes, she was interviewed by</p> <p>15 Jeff Jennings.</p> <p>16 Q. And do you know the results of</p> <p>17 that application?</p> <p>18 A. Well, at first, when he asked</p> <p>19 me about did I know anyone that was</p> <p>20 looking for a job, I said, "Yes, my</p> <p>21 friend, Marcie McGhee." And my opinion,</p> <p>22 he thought --</p> <p>23 Q. Now, I'm not asking for your</p>
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<p>1 MS. MUHAMMAD: Somehow we have</p> <p>2 got two affidavits attached to --</p> <p>3 MR. ADAY: I was going to</p> <p>4 bring that up.</p> <p>5 MS. MUHAMMAD: The one from</p> <p>6 Marcie McGhee should not be attached to --</p> <p>7 when Rita did copies, that is how that</p> <p>8 happened.</p> <p>9 Q. (BY MS. MUHAMMAD:) You</p> <p>10 mentioned earlier or you testified</p> <p>11 earlier, Ms. Love, that you assisted your</p> <p>12 brother's child, who is your niece by</p> <p>13 Ms. Marcie McGhee. And Ms. McGhee filed</p> <p>14 an affidavit with this case to EEOC on</p> <p>15 your behalf. Are you familiar with that</p> <p>16 affidavit?</p> <p>17 A. Yes.</p> <p>18 (Whereupon, Plaintiff's</p> <p>19 Exhibit 10 was marked for</p> <p>20 identification.)</p> <p>21 Q. (BY MS. MUHAMMAD:) I will ask</p> <p>22 you the same question about Ms. McGhee.</p> <p>23 Would she have any reason to fabricate an</p>	<p>1 opinion.</p> <p>2 A. Okay.</p> <p>3 Q. I can't ask for your opinion.</p> <p>4 I want to know what you know. Did</p> <p>5 Ms. McGhee get the job?</p> <p>6 A. No.</p> <p>7 Q. Who made the decision about</p> <p>8 that? Do you know?</p> <p>9 MR. ADAY: Object to the form.</p> <p>10 She has no knowledge of that.</p> <p>11 Q. (BY MS. MUHAMMAD:) Do you</p> <p>12 know who made the decision?</p> <p>13 A. My -- my opinion is Jeff --</p> <p>14 Q. No. I can't take your</p> <p>15 opinion, now. I want to know, do you</p> <p>16 know?</p> <p>17 MR. ADAY: Same objection.</p> <p>18 Q. (BY MS. MUHAMMAD:) Do you</p> <p>19 know? If you don't know, say you don't</p> <p>20 know.</p> <p>21 A. Huh-uh.</p> <p>22 Q. Okay. But you do know that</p> <p>23 she did not get the position?</p>

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1 A. Yes.
2 MS. MUHAMMAD: We are going to
3 mark this one, I believe, as Plaintiff's
4 Exhibit 11.
5 (Whereupon, Plaintiff's
6 Exhibit 11 was marked for
7 identification.)
8 Q. (BY MS. MUHAMMAD:) This is an
9 affidavit, Ms. Love, that I believe, on
10 the last page, it shows it was signed by
11 you.
12 A. Yes.
13 Q. Do you recognize that
14 affidavit?
15 A. Yes.
16 Q. Is that your signature?
17 A. Yes.
18 Q. On those two previous
19 affidavits, I didn't ask you about the
20 signatures on those. Let me just have you
21 take a look at those.
22 MR. ADAY: Object to the form.
23 She can't authenticate somebody else's

1 the decision?
2 MR. ADAY: We will let her
3 testimony stand. If you have a specific
4 question -- I'm not going to tell what
5 your own client testified to but we have
6 already covered that line of questioning
7 and I am allowed to object to it as asked
8 and answered.
9 MS. MUHAMMAD: Well, and
10 unless we see that that is different, then
11 I won't have any argument with that.
12 Q. (BY MS. MUHAMMAD:) But my
13 primary concern about asking how did you
14 become third key manager, you were already
15 employed by Dollar General at that point,
16 weren't you?
17 A. Yes.
18 Q. Did you have to do a
19 reapplication --
20 A. No.
21 MR. ADAY: Objection.
22 Q. (BY MS. MUHAMMAD:) -- for the
23 position of third key manager?

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1 affidavit.
2 Q. (BY MS. MUHAMMAD:) No. Do
3 you recognize those signatures to be
4 Marcie McGhee and Tiffany Cross?
5 MR. ADAY: Same objection.
6 A. Yes.
7 Q. (BY MS. MUHAMMAD:) You did
8 testify that they are your friends?
9 A. Yes.
10 Q. You have seen their
11 handwriting before?
12 A. Yes.
13 Q. How did you get to become the
14 third key manager?
15 MR. ADAY: Object to the form.
16 Asked and answered, previous testimony.
17 MS. MUHAMMAD: Did she testify
18 about that earlier?
19 MR. ADAY: She testified on
20 how she was promoted to third key. We had
21 a whole line of questioning on that.
22 MS. MUHAMMAD: And the person
23 within Dollar General who actually made

1 A. No.
2 MR. ADAY: Object to the form.
3 Asked and answered.
4 A. No. They evaluated how they
5 liked the way I was working and --
6 Q. (BY MS. MUHAMMAD:) So there
7 was no requirement for you to do a written
8 reapplication?
9 A. No.
10 Q. During your employment with
11 Dollar General and the work that you did
12 at all of the four stores that you worked,
13 did you receive any reprimands or
14 disciplinary actions from any of the
15 supervisors who supervised you in any of
16 those stores?
17 A. No one but Tiffany Cross and
18 Julie Morrison. They, you know,
19 recommended -- you know, they was -- they
20 used to help me out going to other stores,
21 so I could get my hours --
22 Q. No. Let me make sure you
23 understand what I am asking. Reprimand,

1 not recommend.
2 A. Oh.
3 Q. Reprimand, in other words,
4 some kind of disciplinary action against
5 you --
6 A. Oh, no. No.
7 Q. -- by any supervisor --
8 A. Oh, no.
9 Q. -- that you worked under as a
10 Dollar General employee?
11 A. No.
12 Q. So the first and only
13 disciplinary action that you received came
14 from Charles McDonald --
15 A. Exactly.
16 Q. -- when you were terminated
17 from Dollar General?
18 A. Yes.
19 Q. There had been no previous
20 warning to you in writing --
21 A. No, no verbal writing, no --
22 Q. -- when you were suspended as
23 an employee by Charles McDonald?

1 MR. ADAY: Object to the form,
2 mischaracterizes prior testimony.
3 MS. MUHAMMAD: Well, I will
4 strike the question.
5 Q. (BY MS. MUHAMMAD:) Who
6 suspended you from your employment?
7 A. Jack Trawick suspended me.
8 Q. Okay. When you were suspended
9 by Mr. Trawick, were you given a reason
10 for your suspension --
11 A. No.
12 Q. -- by Mr. Trawick?
13 A. No.
14 Q. Were you given a reason for
15 your suspension by Mr. McDonald?
16 A. No.
17 Q. Were you given a reason for
18 your suspension by Mr. Jennings?
19 A. No.
20 Q. Were you given a reason for
21 your suspension by Wendy?
22 A. No, ERC, no, they weren't even
23 aware of it.

1 Q. Did you have the occasion to
2 talk with someone at ERC about your
3 suspension?
4 A. Yes, I called up there after I
5 got -- after I -- after Jack Trawick,
6 Mr. Trawick suspended me, because when I
7 called Jeff, he was not able to answer --
8 he didn't know what was going on, that is
9 what he stated.
10 So I called ERC to see whether
11 they were aware of my suspension so they
12 could tell me, you know, when can I start
13 back to work. But they was not aware of
14 it neither.
15 MS. MUHAMMAD: I am going to
16 mark this one Plaintiff's Exhibit 12.
17 (Whereupon, Plaintiff's
18 Exhibit 12 was marked for
19 identification.)
20 Q. (BY MS. MUHAMMAD:) Ms. Love,
21 do you recognize the document that has
22 been labeled as Plaintiff's Exhibit 12?
23 A. Yes.

1 Q. That is a copy of a telephone
2 bill; is that not correct?
3 A. Yes.
4 Q. Who is the provider?
5 A. Sprint.
6 Q. Sprint? And this is a cell
7 phone bill?
8 A. Yes.
9 Q. Whose bill is this?
10 A. It is my bill.
11 Q. And what date is this bill
12 for?
13 A. From October the 4th to
14 November 3rd.
15 Q. Of what year?
16 A. I want to -- think it is
17 2005.
18 Q. 2005?
19 A. Yes.
20 Q. The same year that you were
21 terminated by Dollar General?
22 A. Yes.
23 Q. And I believe the same month,

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1 you were terminated in October of 2005?

2 A. Yes.

3 Q. On Page 7 of this bill, you
4 have a highlighted area for a particular
5 date. What date is that that you have
6 highlighted?

7 A. The 10th/22nd of 2005.

8 Q. Why did you highlight that
9 date?

10 A. Because that is the date when
11 I called ERC and asked them about why I
12 was suspended.

13 Q. And on that date is the same
14 date that you spoke with Wendy?

15 A. I'm not -- I can't -- I'm not
16 exactly for sure --

17 Q. Who did you talk to?

18 A. -- exactly.

19 Q. You don't know the person you
20 talked to, but you did speak with someone
21 in the office of ERC?

22 A. Yes.

23 Q. And that number shows to be an

1 manager should be able to assist me with
2 that information.

3 So then I called Jeff back, and
4 I asked Jeff would he call Charles,
5 because he didn't even want to give me
6 Charles' number, he wouldn't give me
7 Charles' number so I could call Charles.
8 So I asked him would he call Charles and
9 he told me that he would, he would call me
10 back. So a couple of days later, he
11 called me and that is when he asked me to
12 come down to the store for the meeting.

13 Q. Jeff Jennings called you --

14 A. Uh-huh.

15 Q. -- and said come for the
16 meeting?

17 A. Yes.

18 Q. Two days after the day you had
19 spoken with him on the 22nd of October --

20 A. Yes.

21 Q. -- 2005? Were you -- strike
22 that. Was your suspension ever lifted at
23 any time before termination?

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1 800 number?

2 A. Yes.

3 Q. And it shows that you made two
4 calls?

5 A. Yes.

6 Q. The first call was for how
7 long?

8 A. For 2.0 minutes.

9 Q. And the second call was how
10 long?

11 A. Eleven minutes.

12 Q. So you spoke with someone in
13 that office on two different occasions on
14 the same day?

15 A. Same day, yes.

16 Q. Were you given an answer, to
17 your satisfaction, as to when you would be
18 reemployed or your suspension would be --

19 A. No. When I -- I called Jeff.

20 I asked Jeff. He was not -- he said he
21 didn't know. So I called ERC, and they
22 was not aware of it. So I called Jeff
23 back because ERC told me that my store

1 A. Not that I know.

2 Q. So your employment went from
3 suspension to termination?

4 A. Termination, exactly, yes.

5 Q. What were you given as the
6 reason for your suspension?

7 A. I said -- I think refused --
8 failed to refuse the investigation or
9 something.

10 MR. ADAY: I'm going to
11 object. That directly contradicts her
12 prior testimony, that she didn't know the
13 reason. You were asked that,
14 Ms. Muhammad.

15 Q. (BY MS. MUHAMMAD:) I said
16 suspension, not the termination.

17 A. Oh, I don't know.

18 Q. You were never given a reason
19 for your suspension?

20 A. No.

21 Q. For your termination, what
22 reason were you given?

23 A. Refused the investigation.

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1 Q. Did you know anything about
2 the reason that was given prior to them
3 telling you that on the day of your
4 termination?
5 A. No.
6 Q. Had anyone counseled with you
7 regarding your -- excuse me. Strike that.
8 Had anyone counseled with you,
9 any supervisor, any manager of Dollar
10 General, regarding your termination, prior
11 to the actual termination occurring?
12 A. No. The only thing is that,
13 when Tiffany told me about that Charles --
14 Q. Was Tiffany acting at that
15 point as your manager or just as a friend
16 or someone who overheard a conversation?
17 A. Someone that just overheard a
18 conversation.
19 Q. No, I mean someone in
20 management --
21 A. No.
22 Q. -- authority, who can say to
23 you, "Ms. Love, you are going to be

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1 terminated if thus and so." Did anyone
2 counsel you --
3 A. No.
4 Q. -- in that regard?
5 A. No.
6 MR. ADAY: Object to the form.
7 Q. (BY MS. MUHAMMAD:) During the
8 period of employment with Dollar General,
9 did anyone in management or any authority
10 position over you write you up for any
11 reason as a reprimand or for any
12 deficiency in your job?
13 A. No.
14 MR. ADAY: Object to the form.
15 Asked and answered, at least three times.
16 Q. (BY MS. MUHAMMAD:) Was there
17 ever an occasion that you refused to do
18 your duty as --
19 A. No.
20 Q. -- an employee?
21 A. No.
22 Q. What was your attendance like
23 at work?

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1 A. Oh, I had good attendance. I
2 always came to work. I ain't never called
3 in. I mean, I was a good employee, still
4 is, never missed a day on my job now.
5 Q. Wherever they needed you to
6 go, in either of those four stores to help
7 out, you were available to do so?
8 A. Yes. Anytime someone called
9 in, I was there.
10 MS. MUHAMMAD: I am going to
11 mark this as Plaintiff's Exhibit Number
12 13, is it?
13 THE REPORTER: Yes, ma'am.
14 (Whereupon, Plaintiff's
15 Exhibit 13 was marked for
16 identification.)
17 Q. (BY MS. MUHAMMAD:) Ms. Love,
18 I want you to look at this document with
19 me --
20 MR. ADAY: Do you have an
21 extra copy of that, Lateefah?
22 MS. MUHAMMAD: Oh, yeah.
23 Q. (BY MS. MUHAMMAD:) -- this

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1 decision on unemployment compensation
2 claim. When you were terminated at Dollar
3 General, you made a application for
4 unemployment compensation?
5 A. Yes, ma'am.
6 Q. Were you approved for
7 unemployment compensation when you
8 applied?
9 A. Yes.
10 Q. At some point, there was a
11 hearing held; is that not correct?
12 A. Yes.
13 Q. And during that hearing,
14 someone from Dollar General appeared on
15 behalf of Dollar General; is that correct?
16 A. Yes.
17 Q. Who was that person?
18 A. Charles McDonald.
19 Q. Was there any other person
20 appearing for Dollar General in that
21 hearing?
22 A. No. No.
23 Q. And according to the decision

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<p>1 of the Department of Industrial Relations, 2 Dollar General appealed your being awarded 3 unemployment compensation, didn't they? 4 A. Yes. 5 Q. Do you recall the testimony 6 that Mr. McDonald gave to the hearing 7 officer? 8 A. Yes. He was -- he stated that 9 the reason why he terminated me is because 10 that the assistant manager said that I was 11 stealing drinks and a bag of chips. 12 Q. Okay. And the hearing officer 13 considered that misconduct? 14 A. Exactly. 15 Q. Now, we have heard that there 16 was a report -- 17 MR. ADAY: Let me object to 18 the form. That is not what the document 19 says. 20 A. I mean -- you don't see drinks 21 and chips on there? 22 MR. ADAY: I am objecting to 23 the form of the question.</p>	<p>1 continue with your questions. 2 Q. (BY MS. MUHAMMAD:) The 3 internal investigation that this finding 4 says was the reason for your discharge -- 5 for your failure to cooperate with the 6 internal investigation was the reason for 7 your discharge had to do with drinks and 8 chips? 9 A. Exactly, yes. 10 Q. Now, earlier, you heard a 11 complaint was made about a candy bar? 12 A. Yes. 13 Q. And you also heard a complaint 14 made about milk and tea? 15 A. Yes. I don't even drink tea. 16 Q. So where is all of this 17 information coming from regarding some 18 alleged misconduct on your part? 19 MR. ADAY: Object to the form. 20 Speculation. 21 A. I don't know. 22 Q. (BY MS. MUHAMMAD:) Were there 23 ever any criminal charges brought against</p>
Page 166	Page 168
<p>1 Q. (BY MS. MUHAMMAD:) I am 2 reading from the second paragraph under 3 findings. "The store manager received 4 report that the claimant offered two 5 employees, one of whom was the assistant 6 manager, drinks and chips at no charge. 7 They both insisted on paying for their 8 purchases. After they reported this, the 9 manager spoke with the Asset 10 Protection" -- 11 MR. ADAY: This document speaks 12 for itself. We don't have to read the 13 entire document. 14 Q. (BY MS. MUHAMMAD:) So she was 15 correct in saying there was this 16 allegation about her -- 17 MR. ADAY: Ms. Muhammad, that 18 is misrepresenting what the document says 19 as to the reason for her termination. The 20 last sentence of that paragraph is the 21 department's finding on the reason for her 22 termination, along with the conclusions. 23 Anyway, I objected to the form. You can</p>	<p>1 you -- 2 A. No. 3 Q. -- for stealing? 4 A. No. 5 Q. Was there ever any allegation 6 made directly to you for having taken 7 anything from Dollar General? 8 A. No. 9 Q. Did the investigation involve 10 fingerprinting? 11 A. No. 12 Q. Were you ever submitted to 13 take any kind of photographs? 14 A. No. 15 Q. Were you ever asked to 16 identify any kind of candy bar, tea or 17 milk -- 18 A. No. 19 Q. -- or any item out of Dollar 20 General that was involved in any kind of 21 misconduct on your behalf, on your part? 22 A. No. 23 MS. MUHAMMAD: You have a copy</p>

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<p>1 of this one, Mr. Aday. I am marking a 2 copy of this one as Plaintiff's Exhibit 3 14. 4 (Whereupon, Plaintiff's 5 Exhibit 14 was marked for 6 identification.) 7 Q. (BY MS. MUHAMMAD:) You are 8 looking at a statement that was issued by 9 the Internal Medicine Associates, P.C. 10 Are these bills from your visits with 11 Dr. John Gam, the psychologist that you 12 testified earlier about having seen? 13 A. Yes. 14 Q. Was this the first bill that 15 you received or this is a subsequent bill? 16 A. This is a subsequent bill. 17 Q. So the first bill that you 18 would have received would have been prior 19 to July 19th, 2007, or would -- 20 A. Well, I don't believe this is 21 an accurate bill because I believe it is 22 higher than this -- 23 Q. Okay.</p>	<p>1 characterized what you have experienced as 2 a result of your termination from Dollar 3 General? 4 MR. ADAY: Object to the form. 5 A. Lack of enjoyment. I am 6 nervous all the time. I am scared to 7 speak out. I am shaking right now. I am 8 just scared -- I'm just terrified, I 9 mean -- 10 Q. (BY MS. MUHAMMAD:) Dollar 11 General terminated you. Is this the first 12 time you have been terminated from a job? 13 A. Yes. 14 Q. And how has that affected you 15 on your subsequent jobs? 16 A. I'm scared to -- like now -- 17 (Off-the-record discussion.) 18 A. You know, it makes me 19 nervous -- just put nervous. I mean -- 20 Q. (BY MS. MUHAMMAD:) Are you 21 afraid? 22 A. Yes. 23 Q. Do you wonder if the new</p>
Page 170	Page 172
<p>1 A. -- because I am still going to 2 him so it is -- 3 Q. All right. Let me go back and 4 ask you this: Does this bill reflect when 5 you first began seeing Dr. Gam? 6 A. Yes. 7 Q. Okay. So July 19th, 2007 8 would have been your first visit with him? 9 A. Yes. 10 Q. When you testified earlier 11 that you didn't recall what date you went 12 to see him initially, now that you see 13 this document, you know that that is the 14 date that you saw him for the first time? 15 A. Yes. 16 Q. And on this statement, it 17 says, "Comprehensive or complete 18 psychological evaluation." 19 A. Yes. 20 Q. Is that what he gave you 21 initially? 22 A. Yes. 23 Q. How have you, Ms. Love,</p>	<p>1 employer is going to do you like Dollar 2 General did? 3 A. Yes. 4 MR. ADAY: Object to the form. 5 Q. (BY MS. MUHAMMAD:) Were there 6 other blacks working at Dollar General 7 when you were there? 8 A. No. 9 Q. You were the only black person 10 employed at Dollar General -- 11 A. Yes. 12 Q. -- in those four stores in 13 which you worked? 14 A. Yes, I was the only one at the 15 store next to Kroger's. I was the only 16 one at the store on South College Street, 17 and I was the only one at the store on 18 Marvin Parkway. At Midway Plaza, it was 19 me and a guy named Cedric. 20 Q. Didn't you testify earlier 21 that Cedric left? 22 A. Yes, he left. But I'm saying 23 I worked with him before he left.</p>

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1 Q. Before he left?
2 A. Yeah.
3 Q. At the Auburn store where you
4 worked, were you the only black?
5 A. Yes.
6 Q. When you were hired by Dollar
7 General, did you see it as an opportunity
8 to advance?
9 A. Yes.
10 Q. Did anyone give you any reason
11 to think that you could not advance at
12 Dollar General when you were hired?
13 A. No.
14 Q. Did you expect that you would
15 be subjected to racial discrimination?
16 A. No. No.
17 Q. Had you ever been subjected to
18 racial discrimination before?
19 A. No.
20 Q. When you applied for the job
21 to become assistant manager of a store,
22 did you expect that you would get that
23 position?

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1 A. Yes.
2 Q. Julie Morrison had trained you
3 well, hadn't she?
4 A. Yes.
5 MR. ADAY: Object to the form.
6 Q. (BY MS. MUHAMMAD:) Had you
7 been a white woman, you probably would
8 have gotten the job, wouldn't you?
9 MR. ADAY: Object to the form.
10 A. Yes.
11 MR. ADAY: That is pure
12 speculation, and you know it, Lateefah,
13 come on.
14 Q. (BY MS. MUHAMMAD:) You had
15 the requisite skills, did you?
16 A. Yes.
17 MR. ADAY: Object to the form.
18 Q. (BY MS. MUHAMMAD:) You had
19 been trained --
20 A. Yes.
21 Q. -- by a Dollar General
22 manager?
23 A. Yes.

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1 Q. Had anyone ever told you that
2 you didn't have the skills to be a
3 manager?
4 A. Well, he didn't say it in that
5 form, but he said he don't think I am
6 ready yet, Charles McDonald.
7 Q. Did he tell you that?
8 A. No, he didn't personally tell
9 me. He told the store manager.
10 Q. Okay. And the store manager
11 told you?
12 A. Yes.
13 Q. Do you know what that meant?
14 A. He said that he don't think I
15 am ready to perform that duty, that job --
16 that position.
17 Q. But, I mean, in detail, do you
18 know what that meant?
19 A. Yes.
20 Q. You do?
21 A. (Nodding.)
22 Q. I mean, in terms of him saying
23 that, that you were not ready?

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1 A. I mean, he means that he don't
2 like --
3 MR. ADAY: Object to the form.
4 Speculating as to what he meant.
5 Q. (BY MS. MUHAMMAD:) You can
6 answer.
7 A. I mean, he meant that he don't
8 think I am ready to perform that job that
9 I applied for.
10 Q. Okay. Now, you testified
11 earlier, when Mr. Aday asked you what were
12 you doing in terms of your duties, were
13 you not doing managerial duties?
14 A. Yes.
15 MR. ADAY: Object to the form.
16 Q. (BY MS. MUHAMMAD:) And the
17 work performance that you did at Dollar
18 General, did anyone ever tell you that it
19 wasn't up to standards?
20 A. No.
21 MR. ADAY: Object to the form.
22 Lateefah, we have asked that at least
23 three times in this deposition about work

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1 performance and evaluations. If you ask
2 it again, it looks like you are trying to
3 change her prior testimony.
4 MS. MUHAMMAD: No, I think she
5 is consistent in her testimony.
6 MR. ADAY: She may be in that
7 regard but we have had several things that
8 have been asked and answered several
9 times.
10 Q. (BY MS. MUHAMMAD:) How are
11 you paying for your visits with Dr. Gam?
12 A. I am paying out of my pocket.
13 Q. You don't have health
14 insurance to cover this, do you?
15 A. No.
16 Q. Would you be seeing Dr. Gam
17 had you not experienced the termination at
18 Dollar General?
19 A. No.
20 MR. ADAY: Object to the form.
21 MS. MUHAMMAD: I have nothing
22 further. Thank you.
23

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1 REEXAMINATION BY MR. ADAY:
2 Q. Ms. Love, I do have something
3 further. In fact, I have got several
4 things further. When I asked you why you
5 sued Dollar General, you told me it was
6 because of discrimination, correct, and I
7 asked you was there anything else, and you
8 said no, is that correct? It is correct,
9 isn't it?
10 A. No.
11 Q. After your lawyer started
12 asking you questions about your Complaint
13 and your Initial Disclosures, you changed
14 that answer, didn't you?
15 A. Well, I didn't -- I must have
16 didn't understand what you were asking me
17 about.
18 Q. I asked you before if you
19 didn't understand my question, that you
20 tell me that, correct, and if you
21 answered, I would assume you understood
22 it, isn't that correct?
23 A. Yes.

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1 Q. And you did not draft your
2 complaint, did you, your lawyer drafted
3 your complaint; isn't that correct?
4 A. No.
5 Q. You drafted that complaint
6 yourself?
7 A. Yes.
8 Q. You did? Ms. Muhammad did not
9 draft that complaint? Did you file that
10 complaint with the court? Did you draft
11 and file the complaint, the document that
12 starts the lawsuit with the court? Is
13 that what your testimony is?
14 A. No.
15 Q. Have you been to law school?
16 A. No.
17 Q. So you completely changed your
18 answer after questioning from your lawyer
19 as to documents your lawyer prepared as to
20 why you are suing Dollar General, isn't
21 that right?
22 A. No.
23 Q. But when I asked you, you said

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1 discrimination, that was all; isn't that
2 correct?
3 A. No.
4 Q. The truth is, you really don't
5 know why you are suing Dollar General,
6 isn't that right?
7 A. I know why I am suing Dollar
8 General.
9 MR. ADAY: Withdraw the
10 question.
11 Q. (BY MR. ADAY:) You are right.
12 You have already answered me. Okay. You
13 said that Tiffany Cross overheard a
14 conversation with Jack Trawick and other
15 managers saying something to the extent
16 that they were planning to get rid of you;
17 is that your testimony?
18 A. Yes.
19 Q. Where did that conversation
20 occur?
21 A. Talking about when she told me
22 or where she heard it from?
23 Q. Where did she hear it? Where

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1 did Tiffany Cross hear that conversation?
2 A. When they was at the store in
3 Phenix City where they was having the
4 training meeting, store manager training
5 meeting.
6 Q. How did you know they were
7 having a store manager's training meeting?
8 A. Because Jeff had me to open
9 that day because he had go to the store
10 manager meeting.
11 Q. I had asked you before if you
12 had ever worked with Jack Trawick and you
13 said no.
14 A. I said Jeff.
15 Q. Different question. I had
16 asked you before if you had ever worked
17 with Jack Trawick and your testimony was
18 that you had not; is that correct?
19 A. I didn't say I worked with
20 Jack Trawick.
21 Q. Okay. Tiffany Cross is a good
22 friend of yours, isn't she?
23 A. Yes.

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1 Q. And you didn't know the
2 circumstances of her termination with
3 Dollar General, did you?
4 A. No.
5 Q. You didn't know that she
6 bounced checks, did you?
7 A. No.
8 MS. MUHAMMAD: Asked and
9 answered.
10 MR. ADAY: You are right.
11 Q. (BY MR. ADAY:) I will ask you
12 a few questions about your affidavit,
13 which was marked as --
14 A. Exhibit 11.
15 Q. -- which was previously marked
16 as Plaintiff's Exhibit 11.
17 A. Yes.
18 Q. I believe it was your prior
19 testimony that after your meeting with
20 Jack Trawick and Johnnie Todd that they
21 did not give you a reason for your
22 suspension; is that correct?
23 A. Yes.

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1 Q. Would you like to look at the
2 middle of Page 3, the middle of the first
3 paragraph where it says, "When I asked him
4 why, he said, 'You are being suspended.'
5 I asked him why I was being suspended and
6 he said because I refused the
7 investigation." Would you like to change
8 your prior answer?
9 A. He did not -- he did not tell
10 me that.
11 Q. Well, were you lying then or
12 are you lying now because you signed this
13 affidavit under oath. So which one is it?
14 A. He didn't -- he didn't -- he
15 didn't tell me that.
16 Q. So your affidavit is
17 incorrect; is that what you are saying?
18 It must be; is that correct? You don't
19 know because you can't remember, can you?
20 You can't remember a lot of things we
21 talked about today; isn't that right,
22 Ms. Love? That is a yes or no question.
23 I am entitled to an answer on it.

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1 A. Yes, I can remember.
2 Q. But you can't remember some
3 things, can you? Isn't that right,
4 Ms. Love? I mean --
5 A. No.
6 Q. You just changed your prior
7 testimony based on your own affidavit, so
8 you don't know if you are testifying under
9 oath, in writing or today in a deposition,
10 you don't know --
11 MS. MUHAMMAD: Objection.
12 Argumentative.
13 MR. ADAY: I am going to
14 reiterate my question. I don't think I
15 got an answer to it.
16 Q. (BY MR. ADAY:) Isn't it true
17 that sometimes you just can't remember
18 some things?
19 A. May I take a break?
20 MR. ADAY: Sure. I am
21 entitled to an answer to my question,
22 though, Ms. Love. We will take a break
23 after you answer my question.

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<p>1 MS. MUHAMMAD: You can see she 2 needs to compose herself. I mean, if you 3 don't mind, let her compose herself. 4 MR. ADAY: We will take a 5 break, but I want an answer to my 6 question. 7 MS. MUHAMMAD: Well, I'm not 8 saying that she shouldn't answer your 9 question. 10 MR. ADAY: That is fine. 11 Absolutely. Absolutely. We will take a 12 short break. 13 (Whereupon, a break was had 14 from 3:07 p.m. until 3:10 p.m.) 15 (Record read.) 16 A. No. 17 Q. (BY MR. ADAY:) But you 18 admitted that you changed your testimony 19 with regard to whether Jack Trawick told 20 you you were being suspended because you 21 refused to participate in the 22 investigation; isn't that right? 23 A. Jack Trawick didn't tell me</p>	<p>1 where it says the claim is disqualified 2 under these provisions of the unemployment 3 compensation law, and then it goes over on 4 the back. 5 So do you understand by being 6 disqualified meaning you didn't get any 7 more benefits; is that correct? 8 A. Yes, but I still got my 9 benefits. 10 Q. You did for a little while, 11 then they stopped; is that correct? Do 12 you remember? 13 A. Yes. Yes, I remember. 14 Q. Tell me what happened. 15 A. I got my benefits from, I want 16 to say November until -- from November 17 until I want to say February. 18 Q. But at some point they 19 stopped; is that right? 20 A. Yes. 21 Q. All right. Now, you testified 22 earlier about the allegations about 23 "drinks and chips" you heard for the first</p>
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<p>1 that. 2 Q. All right. We have already 3 gone through that. Okay. I would like to 4 ask you a few questions about a document 5 that has been previously marked. It is a 6 Department of Industrial Relations 7 finding. I think it has already been 8 marked as Plaintiff's Exhibit 13. 9 MS. MUHAMMAD: 13. 10 Q. (BY MR. ADAY:) The appeals 11 board at the Department of Industrial 12 Relations denied your unemployment 13 compensation, correct? You were denied 14 unemployment benefits; isn't that right? 15 A. No. 16 Q. After the appeal was taken -- 17 A. Oh. 18 Q. -- isn't that right? 19 A. No, I still got my 20 unemployment. 21 Q. Okay. I would like to direct 22 your attention to the bottom paragraph 23 where it says "Decision." Do you see</p>	<p>1 time at the unemployment compensation 2 hearing; is that correct? 3 A. Yes. 4 Q. You would agree with me that 5 iced tea and milk are drinks, aren't they? 6 A. What? 7 Q. You would agree with me that 8 iced tea and milk are drinks, aren't they? 9 A. Yes. 10 Q. Okay. 11 A. But on the phone, he said a 12 soda pop. He said a soda pop. 13 Q. You didn't mention that in 14 response to your lawyer, did you? 15 A. In the hearing. I am saying 16 in the hearing, he said a soda and a bag 17 of chips. 18 Q. That is not my question. I'm 19 going to strike it as unresponsive. 20 Strike it as unresponsive. My question is 21 iced tea and milk are drinks, aren't they? 22 A. Yes. I know what you are 23 saying, yes.</p>

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<p>1 Q. And based on this document 2 too, the unemployment compensation board 3 did not find that you were terminated for 4 stealing but that you were terminated for 5 failing to cooperate with an internal 6 investigation; isn't that right? I will 7 direct your attention -- 8 A. Yes. 9 Q. I will direct your attention 10 to the paragraph marked "Conclusions." 11 And I will read from it, "The evidence 12 presented shows that the claimant was 13 discharged from her employment for failure 14 to comply with the investigation." So 15 they found that that was the reason you 16 were terminated; isn't that right? 17 A. Uh-huh. 18 Q. Is that a yes? 19 A. Yes. 20 Q. Is Johnnie Todd white or 21 black? 22 A. Black. 23 Q. But she was the witness in the</p>	<p>1 no witness -- I wouldn't have been calling 2 the ERC asking about why I was being 3 suspended. I would be calling trying to 4 set up an appointment with them. 5 Q. And on your affidavit, the 6 questions Mr. Aday was just asking you, 7 you didn't prepare this affidavit, did 8 you? Who prepared this affidavit for your 9 signature? 10 A. I mean, for my signature, I 11 signed my own affidavit. 12 Q. But I'm saying who actually 13 typed it up and prepared it for you? 14 A. You. 15 Q. Okay. And could there have 16 been an error -- 17 MR. ADAY: Object to the form. 18 Speculation. 19 Q. (BY MS. MUHAMMAD:) Could 20 there have been an error in the 21 preparation of this without -- 22 A. Yes. 23 Q. -- your knowing that the error</p>
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<p>1 meeting with you and Jack Trawick; isn't 2 that right? 3 A. Yes. 4 MR. ADAY: I think I am done. 5 MS. MUHAMMAD: Let me just for 6 clarification's sake -- 7 8 REEXAMINATION BY MS. MUHAMMAD: 9 Q. Did Jack Trawick give you an 10 opportunity to get a lawyer? 11 A. No. 12 Q. When you told him that you 13 didn't want to answer any more questions 14 without a witness or an attorney present? 15 A. No. Only thing, when I told 16 him that, he snatched my keys out of my 17 hand, took the store keys, throwed my keys 18 back at me and told me I was being 19 suspended -- he told me I was being 20 suspended and I needed to leave off the 21 premises right now before he called the 22 law. He didn't say nothing about no -- 23 giving me no days, getting no attorney or</p>	<p>1 was there? 2 A. Yes. 3 MR. ADAY: Same objection. 4 Q. (BY MS. MUHAMMAD:) You are 5 not changing your testimony that you 6 didn't know what you were being suspended 7 for, you did not know? 8 A. I didn't know, no. 9 Q. Despite the fact that the 10 affidavit says that you were suspended 11 because of your refusal to be a part of 12 the investigation? 13 A. Yes -- no, I didn't know 14 nothing about no investigation because he 15 didn't say anything about it. 16 Q. The only time that you heard 17 anything about an investigation and your 18 refusing to be a part of an 19 investigation -- 20 A. Was when I got terminated. 21 Q. -- was when you were 22 terminated? 23 A. Yes.</p>

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1 MS. MUHAMMAD: That is all.
2 MR. ADAY: I am done.
3 (Deposition concluded at 3:17 p.m.)
4 FURTHER THE DEPONENT SAITH NOT
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1 CERTIFICATE
2
3
4 STATE OF ALABAMA
5 JEFFERSON COUNTY
6
7 I hereby certify that the
8 above and foregoing deposition was taken
9 down by me in stenotypy, and the questions
10 and answers thereto were reduced to
11 typewriting under my supervision, and that
12 the foregoing represents a true and
13 correct transcript of the deposition given
14 by said witness upon said hearing.
15 I further certify that I am
16 neither of counsel nor of kin to the
17 parties to the action, nor am I in anywise
18 interested in the result of said cause.
19
20
21
22
23 COMMISSIONER-NOTARY PUBLIC
ACCR LICENSE NO. 3

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1 DEPONENT'S CERTIFICATE
2
3 I, KINERA LOVE, the witness herein,
4 have read the transcript of my testimony
5 and the same is true and correct, to the
6 best of my knowledge. Any corrections
7 and/or additions, if any, are listed
8 separately.
9
10
11 KINERA LOVE
12 c/o Ms. Lateefah Muhammad
13 3805 West MLK Highway
P.O. Box 1096
Tuskegee, Alabama 36087
14
15
16 Sworn to and subscribed before me,
17 this the day of , 2007, to
18 certify which witness my hand and seal of
19 office.
20
21
22
23 NOTARY PUBLIC

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KINERA LOVE
DOLLAR GENERAL CORPORATION, ET AL.

KINERA LOVE
October 30, 2007

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163			

EXHIBIT 3

SIGNATURE PAGE

416 086715

Social Security Number

DEFENDANT'S
EXHIBIT

2

K. Love

WAGE & HOUR ACKNOWLEDGEMENT

I understand that working off the clock, instructing someone to work off the clock, allowing friends and/or family to work in the store or accepting merchandise or cash for work is a serious violation of Company policy. I also understand that employees must be paid for all hours worked, including time spent making nightly deposits, within the week they were actually worked. Employees will be paid through the regular payroll system for all hours they work, no exceptions. Any violation may result in immediate termination of employment for the responsible employee, even for the first offense. I understand that it is my responsibility to contact the Employee Response Center at 1-888-237-4114 if I have not been paid for all hours worked.

PAY POLICY ACKNOWLEDGEMENT

I understand that it is company policy and State and Federal Law that all employees must accurately record ACTUAL HOURS WORKED on their time sheet and employees are to be paid for all hours worked. I understand that Dollar General Company Policy requires that all employees be at least 18 years of age. I FURTHER UNDERSTAND THAT FAILURE TO FOLLOW EITHER POLICY WILL RESULT IN TERMINATION OF EMPLOYMENT OF THE EMPLOYEE WHO FALSIFIES THE TIME RECORD AS WELL AS FOR ANY MANAGEMENT EMPLOYEE WHO INSTRUCTS THE EMPLOYEE TO FALSIFY THE TIME RECORD.

DRUG TESTING ACKNOWLEDGEMENT

I hereby certify that Dollar General has provided me with a copy of its Drug & Alcohol Policy; that I have read and understand the Policy; and that I agree to abide by the terms and conditions of the Policy. I understand that, where permitted by law, I am subject to drug and/or alcohol testing, including pre-employment (post-offer), random, post-accident and reasonable suspicion testing. I hereby give my consent to be tested in accordance with the Policy.

I acknowledge that I have read ALL the above policies and agree to fully adhere to these Company policies. I further acknowledge that I should contact the Employee Response Center at 1-888-237-4114 to report any violations of these policies.

Employee Signature: X Kuriera LoveDate: 03/01/05**EMPLOYMENT ACKNOWLEDGEMENT**

I acknowledge that I have received a copy of the Dollar General Employee Handbook outlining the policies and procedures of Dollar General. I have read the Table of Contents, and I know what kind of information I can find in the Handbook. I acknowledge that it is my responsibility to read and understand the information contained in this Handbook. I am aware that the Company may revise, add to or delete any policies, procedures, or benefits without notice as deemed necessary for the efficient operation of the Company. If I have any questions, I understand that I should contact my immediate supervisor or Human Resources.

AS A CONDITION OF MY CONTINUED EMPLOYMENT, I AGREE TO FOLLOW THE RULES AND REGULATIONS OF THE COMPANY. I ALSO UNDERSTAND THAT NOTHING CONTAINED IN THE HANDBOOK IS INTENDED TO CREATE AN EMPLOYMENT CONTRACT BETWEEN THE COMPANY AND ME FOR EITHER EMPLOYMENT DURATION OR FOR THE PROVIDING OF ANY BENEFIT. IT IS THE POLICY AND INTENT OF DOLLAR GENERAL AND THE UNDERSIGNED THAT THE EMPLOYMENT RELATIONSHIP IS ONE CREATED AND GOVERNED BY THE WILL OF BOTH PARTIES AND MAY BE TERMINATED AT ANY TIME WITH OR WITHOUT CAUSE BY EITHER PARTY.

I understand if I steal from Dollar General, I will be terminated and prosecuted.

I further understand that no supervisor, manager or representative of the Company, other than the Chairman, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing.

Employee Signature: X Kuriera LoveDate: 03/01/05

EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

KINERA LOVE,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO.:
)	
DOLLAR GENERAL)	3:06-CV-1147-MHT
CORPORATION,)	
d/b/a DOLGENCORP, INC.)	
)	
Defendant.)	
)	

DECLARATION OF CHARLES MCDONALD

1. My name is Charles McDonald. I am over the age of 21 years, and I am suffering from no legal disability.
2. I am currently a District Manager for Dolgencorp, Inc. ("Dolgencorp").
3. This declaration is based upon personal knowledge and my review and inspection of certain business records of Dolgencorp. Those records were created and maintained in the regular course of business.
4. By virtue of my position, I have access to personnel files and payroll records for employees both past and present.
5. During Plaintiff Kinera Love's ("Love") employment, I was the District Manager over Store No. 6519 located in Opelika, Alabama, and Store No. 8665 located in Auburn, Alabama.
6. I approved Jeff Jennings' recommendation to promote Love from Clerk to Lead Clerk, also known as "Third Key."

7. I approved Jeff Jennings' recommendation to promote Donna Tally ("Ms. Tally") to Assistant Store Manager instead of Love because Ms. Tally had prior retail management experience.

8. Candice Harrison ("Ms. Harrison), who was a Clerk at Store No. 8665 located in Auburn, Alabama, during Love's employment, reported that Love had tried to convince her to steal a candy bar. *See* Statement from Ms. Harrison, Attachment "1."

9. Specifically, Ms. Harrison reported that Plaintiff had told her that she could take a candy bar without paying for it because "it was just the two of them" in the store. *See* Attachment "1."

10. Donna Tally ("Ms. Tally"), who was Assistant Store Manager at Store No. 8665 located in Auburn, Alabama, during Love's employment, reported that on August 14, 2005, and on September 10, 2005, Love asked for unauthorized discounts on store merchandise. *See* Statement from Ms. Tally, Attachment "2."

11. Specifically, Ms. Tally reported that Plaintiff had asked for discounts on pajamas, iced tea, and milk, and for Ms. Tally to "cut her a deal." *See* Attachment "2."

12. As a result of the reports from Ms. Harrison and Ms. Tally, Dolgencorp initiated an investigation.

13. Jack Trawick ("Mr. Trawick"), an Asset Protection Supervisor, was in charge of the investigation.

14. As part of the investigation, Mr. Trawick, along with Johnnie Todd ("Ms. Todd"), held a meeting with Love on October 14, 2005.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 21st day of December, 2007.


Charles McDonald

ATTACHMENT 1

JAN-05-2007 FRI 03:20 PM

FAX NO.

P. 13/20

12/05/2005 16:51

8555868

MILTON L. McQuaid

FIELD EMP RELATIONS

(334) 745-6708

PAGE 05
P. 2

I, Candice Harrison, am a cashier at store #08663. On a night when Kinara was the manager on duty I believe she tried to coerce me into stealing a candy bar. I was on my break and wanted to purchase a candy bar and she told me it was ok if I just took it. I said that I wanted to pay for it. She said it was ok because it was just the two of us in the store. I said that I still wanted to pay for it. She asked me why and I said that I had a conscience and could not do that. She said, "Oh - I bet you thought I was trying the per you to just take it. I meant that I would pay for it." I then acted like I didn't suspect anything but I knew what she was trying to get me to do.

Candice Harrison
10/4/05

ATTN: Sueley Nelson
DISTRICT 307

ATTACHMENT 2

JAN-05-2007 FRI 03:20 PM

FAX NO.

P. 14/20

12/05/2005 16:51

8555860

Milton C. McDonald

FIELD EMP RELATIONS

(334) 745-8708

PAGE 06
p.1

10-14-05

I Donna Tally was approached
by Kinora Blue on two separate
occasions to mark down merchandise
for her. The first time was
around Aug. the 14th and she wanted me
to mark down a set of sheepskin
half price. The second time was
around Sept. 10th and I rung up a
gallon of milk and a gallon of tea.
and she told me that she thought
that I was going to cut her a deal.
I didn't feel comfortable about
this so I reported it to my
DM.

Donna M. Tally
418.27.4421
store # 8465

ATTN: Buelvy Nelson

DISTRICT 307

EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

COPY

KINERA LOVE,)
Plaintiff,)
)
v.) CASE NO.: 03-06cv1147-MHT-SRW
)
DOLLAR GENERAL CORPORATION,)
d/b/a DOLGENCORP, INC.,)
Defendant.)

PLAINTIFF'S RESPONSE TO DEFENDANT'S INTERROGATORIES

The Plaintiff offers the following responses:

1. The Plaintiff objects to this interrogatory, in part, regarding the request for her to state her social security number. With this objection, the Plaintiff cites the Privacy Act. Without waiving said objection, the Plaintiff states the following:

Name: Kinera La'Shun Love;

Date and place of birth: September 26, 1979, Lee County Hospital (now East Alabama Medical Center), Opelika, Alabama;

Social Security Number: XXX-XX-6715

Telephone number: 334-737-0800;

Present home address: 409-A Toomer Circle, Opelika, Alabama 36801, same address on the dates of the occurrences made the basis of this suit;

Driver's license state and number: Alabama, 7185224;

2. Each person identified in the Plaintiff's Complaint has knowledge of the relevant facts concerning the issues, claims and defenses in this lawsuit. Additional witnesses whom the Plaintiff can presently identify are: Jean Love, Post Office Box 236, Loachapoka, Alabama

MAY - 4 2007

36865; Tiffany Cross, 186 Lee Road, Opelika, Alabama 36804, 334-750-0206; Marcie McGhee, 454 South Tenth Street, Opelika, Alabama 36801, 334-660-6902; Jo Ann S. Holder, administrative hearing officer, Alabama Department of Industrial Relations; Jean Walker, federal investigator, Equal Employment Opportunity Commission, Birmingham, Alabama, 205-212-2100; present and/or former employees of Dollar General, namely, Jamie Jennings, Johnnie, Julie Morrison, Tammy Stevenson and Donna Taffy. Contact information for each employee is unknown at this time;

3. The Plaintiff identifies the following persons: Jean Love, Tiffany Cross, Marcie McGhee, Marcus Ware. The Plaintiff does not presently recall the details of each discussion. If and when she is able to do so, this answer will be supplemented.

4. The Plaintiff was a party in a lawsuit against Winn-Dixie. It was a slip and fall action, styled Kinera Love v. Winn-Dixie. The case was filed in the Lee County Circuit Court.

5. The Plaintiff objects to this interrogatory in that it requests documents that are privileged and a part of the attorney work product. Without waiving said objection, the Plaintiff answers that she has affidavits that support her claims and a copy of each is attached here. This answer will be supplemented should any additional documents which are not considered privileged become known.

6. The Plaintiff answers that the charge of discrimination filed against Dolgencorp on 16 March 2006 is the only complaint she has filed with the Equal Employment Opportunity Commission.

7. The Plaintiff answers that, in the last ten years, she has worked at the following;

- a. Burger King; cashier; 1997-1998; \$5.15-\$5.35; not enough hours; does not recall name of supervisor; no supervisory capacity;

\$5.45; lack of transportation; Greg Philpot, supervisor; no supervisory capacity;

c. Health Data, Inc.; data input operator; filed auto accident reports; July 1998-December 1998; \$5.75-\$6.00; relocated; Jody, supervisor; no supervisory capacity;

d. Taco Bell; lead cashier; April 1999-May 2000; \$5.25-\$6.05; relocated; Fred Owens; supervised other cashiers;

e. Tuskegee University (OneSource and Sodexo); custodian; July 2000-February 2005; \$5.15-\$6.35; medical reasons regarding my Mother; Ms. Butler, supervisor; no supervisory capacity;

f. Dollar General Store; cashier; April 2005-October 2005; \$5.25-\$7.25

g. Southern Management; custodian/crew leader; October 2006-Present; \$6.95; Brad Campbell and Marcus Ware, supervisors; supervisory capacity;

8. The Plaintiff answered this Interrogatory in Item #5 above;

9. This answer will be supplemented upon receipt of documents;

10. The Plaintiff has not identified any expert whom she expects to be called at the trial.

This answer will be supplemented if and when any such expert is identified;

11. Neither the Plaintiff nor her attorney or any other person acting on the Plaintiff's behalf has contacted any employee of Dolgencorp. The Plaintiff has contacted former employee Tiffany Cross for her current contact information as shown in Item #2 above;

12. The Plaintiff complained and reported to Wendy, human resource director at ERC with Dolgencorp business office in Columbus, Georgia;

13. The Plaintiff maintained an assignment notebook in the store during her employment at Dolgencorp. At the point of separation, she requested it or a copy and management refused to give either;

14. The Plaintiff recalls the first incident was when management overlooked the Plaintiff when the assistant manager's position given to his niece, Donna Taffy. To add insult to injury, she recalls that management required her to train Donna Taffy in various management duties that she did not know but the Plaintiff did. The Plaintiff recalls the second incident occurred when management refused to consider her for the assistant manager's position at another store where an opening occurred. The Plaintiff recalls the third incident was on her birthday, September 26, 2005, when management came into the store and began verbally attacking her and threatening to replace her for no apparent reason. The Plaintiff recalls the next incident occurred when she was suspended by management from her position without any reason given. The Plaintiff recalls the next incident occurred when she was terminated from the position without any reason given. Each incident was reported to ERC with no results;

15. The Plaintiff recalls being retaliated against by management because she filed a complaint with ERC for unfair and discriminatory practices in the workplace. The Plaintiff recalls Tiffany Cross was one of the witnesses to the incident. The Plaintiff recalls that on October 11, 2005, Jack Traywick ("Traywick") came into Dollar General Store where she worked and told her he wanted to talk with her. The Plaintiff recalls going into the back of the store with Traywick, along with another store manager, a female named Johnnie. The Plaintiff recalls inquiring about Traywick's need to talk with her and that he told her he wanted to get to know her better. The Plaintiff further recalls Traywick asking her various personal questions. As he

continued to interrogate her, the Plaintiff recalls informing him that she did not feel comfortable with his inquiries and wanted to have a witness or an attorney present. The Plaintiff recalls that at that point, Traywick snatched her keys from her hand, took the store keys from the keychain, and threw the remaining key to her. The Plaintiff recalls that Traywick then ordered her to leave the premises. The Plaintiff recalls asking what had she done to deserve such treatment and Traywick threatened to call the police. The Plaintiff recalls leaving the store in tears and feeling extremely hurt and disrespected;

16. The Plaintiff does not have any ownership interest in real estate;

17. The Plaintiff has answered this interrogatory in a separate document. See Plaintiff's Initial Disclosures;

18. The Plaintiff identifies her current employer, Southern Management in Opelika, Alabama. She applied in October 2006;

19. The Plaintiff states that she inquired about employment opportunities with various entities; no applications submitted because none were hiring;

20. The Plaintiff states that she applied for unemployment compensation shortly after her termination at Dolgencorp, Inc. She was awarded compensation. She received a total of \$607.00 from the Alabama Department of Industrial Relations between November 2005 and February 2006. The additional income that the Plaintiff has received is from her employment at Southern Management Company. She serves as a Crew Leader with duties to train and evaluate the completed work orders of those she supervises. The Plaintiff's total income ranges between \$5,550.00 and \$6,000.00. She was hired on or about October 15, 2006. The address of her employer is 1510 2nd Avenue, Opelika, Alabama 36801, 334-745-3822;

21. See Item #20 above;
22. The Plaintiff states that she has never been arrested or convicted of any crime;
23. The Plaintiff states that she has never filed bankruptcy;
24. The Plaintiff objects to this question on the basis of relevance. Without waiving said objection, the Plaintiff states that she only consulted with her present attorney of record; and,
25. The Plaintiff identifies the following relatives who are over 18 and live in the Middle District of Alabama:

- a. Jean Love, Mother, Post Office Box 236, Loachapoka, Alabama 36865, retired
- b. John Ogletree, Father, address unknown, retired
- c. Lonnie Love, Brother, 2860 Dogwood Street, Opelika, Alabama 36801, Interior Transformation;
- d. Alvin Ogletree, Brother, 500 Crawford, Lot #700, Opelika, Alabama 36801, truck driver;
- e. Salissa Love, Sister, address unknown, Fairfax Mill;
- f. Barbara Love, Aunt, 1375 County Road 12, Waverly, Alabama, Valley Mill;
- g. Lela Andrews, Aunt, 624 Westview Drive, Auburn, Alabama 36830, retired.

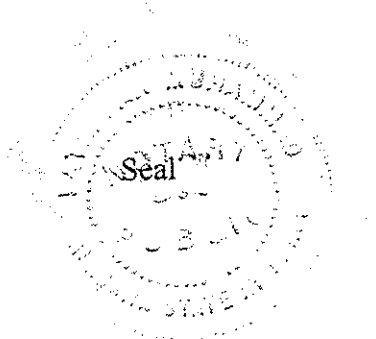
Respectfully submitted,

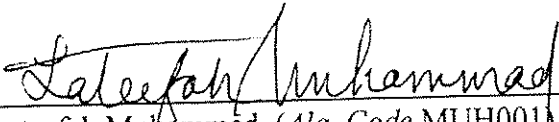
Kinera Love
Kinera Love

SWORN TO AND SUBSCRIBED BEFORE ME this 01 day of May, 2007.

Lateefah Muhammad
Notary Public

My Commission expires: 12/03/08




Lateefah Muhammad (Ala. Code MUH001)
ATTORNEY FOR PLAINTIFF

Lateefah Muhammad, Attorney At Law, P.C.
Post Office Box 1096
Tuskegee, Alabama 36087
(334) 727-1997 telephone and facsimile
lateefahmuhammad@aol.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Plaintiff's Responses to Defendant's Interrogatories to Ryan M. Aday, Esquire, attorney for Defendant, by sending it to OGLETREE DEAKINS, P.C., One Federal Place, Suite 1000, 1819 Fifth Avenue North, Birmingham, Alabama 35203, in the United States Mail, postage prepaid, on this 2nd day of May, 2007.

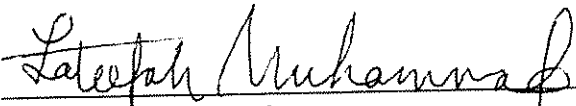

Lateefah Muhammad

EXHIBIT 6

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

KINERA LOVE,

Plaintiff,

VS.

**DOLLAR GENERAL
CORPORATION,
d/b/a DOLGENCORP, INC.**

Defendant.

)
)
)
)
)
)
)
)
)
)

CIVIL ACTION NO.:

3:06-CV-1147-MHT

DECLARATION OF JOHNNIE D. TODD

1. I am currently employed with Dollar General as the Store Manager for Store No. 9240 located in Opelika, Alabama. I am over the age of 18. I have personal knowledge of the matters set forth in this declaration.

2. On October 12, 2005, Charles McDonald ("Mr. McDonald"), who was Dollar General's District Manager over Store No. 8665 at that time, requested my assistance in connection with an asset protection investigation being conducted by Jack Trawick ("Mr. Trawick"), an Asset Protection Supervisor.

3. As part of that investigation, I and Mr. Trawick interviewed Kinera Love ("Love") on October 14, 2005.

3. During the interview, Love stated that she needed her tape recorder, and that her lawyer "wouldn't want me to talk."

4. Love stated that she was not going to talk without her lawyer present.


5. Mr. Trawick informed Love that she was being placed on suspension for

failing to cooperate in an internal investigation, and asked Love for her store keys.

6. Mr. Trawick was polite to Love throughout the interview, and did not "snatch" Love's keys from her hand.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this the 17 day of October, 2007.



Johnnie D. Todd

EXHIBIT 7

STATE OF ALABAMA)
)
MACON COUNTY)



AFFIDAVIT

I, the undersigned Affiant, hereby acknowledge the following:

1. My name is Kinera Love. I was employed by Dollar General of Auburn-Opelika, Alabama from April 2005 to October 17, 2005. After I had worked for three months as a cashier at the store, Mrs. Julie Morrison, an assistant manager, trained Ms. Tammy Stephens and me for about three weeks prior to transferring me from Opelika store to the Auburn store. The first day that I was transferred to Auburn, I became a third-key manager, in two weeks after the then assistant manager, left. So when Terrell left, I approached Mr. Jeff Jennings and reminded him that I was interested in the position and that I was qualified. Jeff informed me that he would have to talk it over with Mr. Charles McDonald first and that he would get back with me. Jeff was fully aware of my training under Julie Morrison and that I was cross-trained. He also commented that he thought I would make a good assistant manager.

Charles offered the assistant manager's position to Mrs. Donna Taffy, even though she told me she thought that I would get the position because she knew that I was more qualified than she, particularly since I had been there longer and was more capable than she. A couple of days later, I approached Jeff again and inquired about my request to be considered for the position of assistant manager. Jeff informed me that Charles assigned Donna to the position.

I was required to train Donna on the various management duties.

I became aware of another assistant manager position at another store. I called that store manager and asked him to consider me for the position. He informed me that he would have to talk it over with Charles and that he would get back with me. I called the store

Affidavit of Kinera Love
Page 2

manager back instead and he told me that Charles said I was not ready yet.

I reported the situation to ERC by filing a complaint against Charles, claiming that Charles had discriminated against me by not assigning me to the position of assistant manager. ERC sent Mr. Jack Traywick to investigate my complaint a couple of days later. Jack Traywick came into the store and asked me what was the problem. I told him that Charles was not being fair to me by overlooking me for the position of assistant manager. I told Jack that I was qualified for the position and was not hired for it. That instead Charles hired his niece, Donna, and that I trained her for the position.

After the investigation, Jack allegedly told Jeff and Charles that they needed to get rid of me because I could cause problems, according to Ms. Tiffany Cross.

About a week later, on Monday, September 26, 2005, my birthday, Charles told me he sat in the parking lot of the store for an hour-and-a-half, watching me. Then he came into the store and began fussing at me for no apparent reason. I had a composition booklet in the store in which I kept all of my assignments. I went into the back and brought the booklet out and showed it to Charles. The booklet detailed every assignment that I had completed that night. I walked with him through my work areas. He continued to fuss at me and to threaten me about my job and how he would replace me. I asked him did he have something against me because I was doing my job. He never answered me.

By October 11, 2005, Jack Traywick came back into the store. He said he wanted to talk with me when we went into the back of the store. He, along with another store manager,

Affidavit of Kinera Love
Page 3

a female named Johnnie (I had never worked with her before), and I were together. I asked him what did he need to talk to me about and he said "I just want to get to know you better." He asked me if I were married, how many children did I have, what are my plans for ten years from now. I responded that I hope to own a beauty salon. With all of the questions, I informed him that I did not feel comfortable answering his questions without having a witness or an attorney present. At that point, Jack snatched the keys out of my hand and took the store keys off of my key chain and then throw my keys back to me. Then he ordered me to leave the premises. When I asked him why, he said "You're being suspended." I asked him why was I being suspended and he said because I refused the investigation. I told him that I did not refuse the investigation; but instead I did not want to discuss my personal affairs with him. That he never asked me anything about Dollar General. At that point, Jack repeatedly yelled at me, in front of customers, "You need to leave this store right now before I call the officers to have you removed!" I left the store crying.

I called ERC and complained about the incident. I was told that ERC had no knowledge of my suspension. When I inquired about returning to work, I was told that the manager should be able to tell me when I am to return to work.

On October 17, 2005, Jeff called me at my home and told me that Charles wanted to have a meeting with me at 4 p.m. Charles asked me to clock in and come into Jeff's office. I clocked in and went into the back to Jeff's office. Charles told me "Kinera, we have to let you go because you refused to participate in the investigation." I objected to his assessment of the

Affidavit of Kinera Love
Page 4

situation, and told him that I did not refuse to participate in the investigation. I told him that Jack only asked me about my personal business; nothing about Dollar General. I also told him that when Jack snatched my keys from me, that stopped the conversation. However, he had already written the termination slip and asked that I sign it. I asked if I could get a copy and was told I had to sign it first. I signed it, but I was never given a copy. My signing the termination slip did not mean that I accept that my termination should occur nor for the reason Charles gave.

I believe I have been discriminated against because of my race. I believe my termination is based upon the fact that I filed a complaint against Charles for unfair and discriminatory treatment in the workplace and he retaliated against me. I believe that I was discriminated against in being denied the position of assistant manager because of my race.

The Affiant further saith not.

Kinera Love
Kinera Love, Affiant

SWORN AND SUBSCRIBED BEFORE ME this 16th day
of March, 2006.

Lateefah Muhammed
Notary Public

My Commission expires: 12/03/08

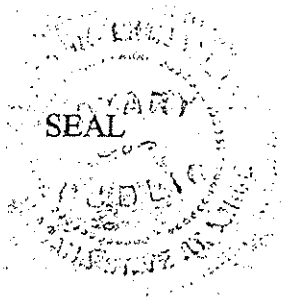
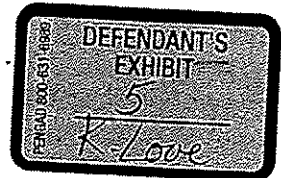


EXHIBIT 8



(See reverse side for complete instructions.)

**Dollar General Personnel Action Form**

PLEASE PRINT IN BLACK INK, AND ONLY COMPLETE SECTIONS THAT ARE CHANGING.

Social Security Number: 416-08-6715
(required for processing)Employee Name: Kwera LoveEffective Date of Change: 10/24/05Store
Stamp/
Dept.
NameDollar General Store # 8605
1655 S College St
Auburn, AL 36832-6634☐ **Personal Changes**New Marital Status: ☐ Married ☐ Single

Name Change: (must attach a copy of Social Security Card showing the new legal name - required for processing)

Previous Name: _____ New Name: _____

New Address: Street Address: _____ City: _____

State: _____ Zip: _____ New Home Phone Number: (____) _____

☐ **Job Changes**☐ Promotion ☐ Demotion ☐ Lateral Transfer ☐ Pay IncreaseDept./Store/Cost Center: From: _____ To: _____ Rate of Pay: From: _____ To: _____
Per hour or annual salary Per hour or annual salaryJob Code: From: _____ To: _____ Shift Code: From: _____ To: _____
(Must change if promotion or demotion occurred)Position/Title: From: _____ Supervisor: _____
To: _____ Supervisor: _____Job Status: ☐ Full Time ☐ Part Time ☐ DG Temporary**Reason for Separation or Leave of Absence**Termination Date: 10/24/05

Leave Begin Date: ____/____/____

Last Day Worked: 10/14/05

Leave End Date: ____/____/____

Resign

- () 01 Dissatisfied with employment
() 70 Failed to return to work from leave
() 06 Health reasons
() 04 Moved from area
() 05 Personal reasons
() 02 Pursue another job
() 71 Resigned during investigation
() 07 Retirement (see instructions on reverse side for explanation)
() 03 Return to school
() 08A Without notice - 3 consecutive work days, no call-no show
() 08B Without notice - walked off job during scheduled work hours
() 08 Without notification (comments required below)

Discharge

(See instructions on reverse side prior to discharge.)

- () 14 Excessive tardiness or absenteeism
() 40 Failure to meet hiring/employment criteria (comments required below)
() 41 Falsifying records
() 42 Inappropriate conduct (comments required below)
() 13 Insubordination (comments required below)
() 43 Mishandling or failure to protect company funds or assets (cash shortages, borrowing money from Company, etc.)
() 10 Not meeting performance standards
() 44 Unauthorized removal or use of company property
() 46 Violation of company policy/procedure (comments required below)
() 47 Violation of safety rules

Leave of Absence**NOTIFY HR/HRIS FOR LEAVE APPROVAL**

- () 27 Extended Medical Leave
() 24 Family Medical Leave (FMLA)
() 20 Medical Leave (not FMLA eligible)
() 22 Military Leave
() 28 Pending investigation
() 21 Personal Leave

NOTIFY RISK MANAGEMENT FOR W/C LEAVE APPROVAL

- () 23 Workers' Compensation

Miscellaneous

- () 15 Death
() 16 Elimination of position
() 60 Hired but never worked
() 19 Lack of work
() 18A Store closing - natural disaster (tornado, fire, etc.)
() 18 Store closing - other
() 17 Other (comments required below)

Comments: failed to be interviewed in a store interview
investigation, refused to speak with the Asset Protection
Supervisor, on the issues that were in question.

I certify that all the information above is correct.

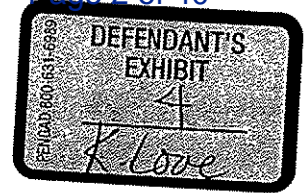
Employee Signature Kwera Love

Date

I certify that all the information above is correct.

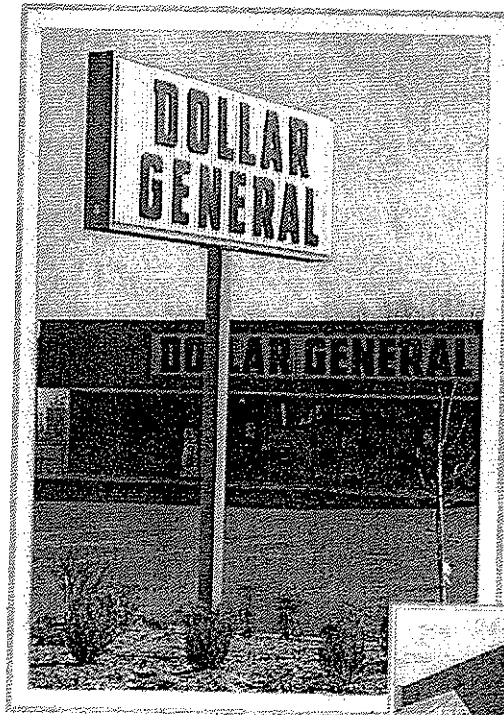
Manager/Supervisor Signature [Signature]Date 10/24/05

EXHIBIT 9



Dollar General Retail Employee Handbook

Effective February 5, 2005



2005

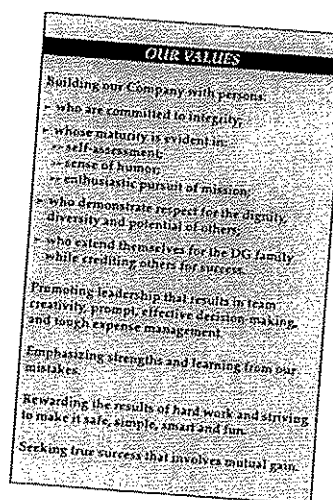
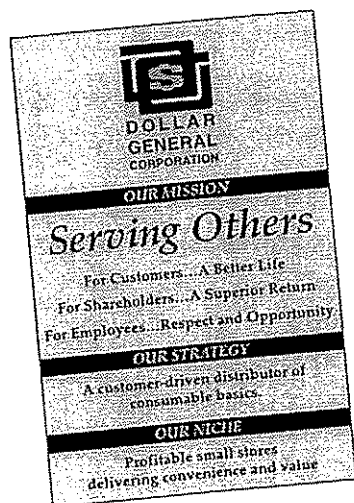
2005 Dollar General Employee Handbook

Welcome to Dollar General

You have joined one of the fastest growing retailers in the country, and we are glad to have you as part of our team. Since our company's beginning in 1939, the desire to serve others has been the driving force behind our growth and our strategy. In fact, Serving Others is our mission.

At Dollar General, we have a deep respect and appreciation for our customers. We strive to serve their needs for consumable basic merchandise each day in our more than 7,000 stores. Only through our 60,000-plus employees and the support of our mission can we do that.

From our store support center to our eight distribution centers and the employees throughout 30 states and growing, every individual plays a role in helping ensure Dollar General's success. Thank you for being part of our team. Working together Dollar General will continue to grow as a place in which we are proud to work and our customers are proud to shop.



2005 Dollar General Employee Handbook

Acknowledgement of Receipt of Dollar General Employee Handbook

I acknowledge that I have received a copy of the Dollar General Employee Handbook outlining the policies and procedures of Dollar General. I have read the Table of Contents, and I know what kind of information I can find in the handbook. I acknowledge that it is my responsibility to read and understand the information contained in this handbook. If I have any questions, I understand that I should contact my supervisor or the Employee Response Center.

AS A CONDITION OF MY EMPLOYMENT AND CONTINUED EMPLOYMENT AT DOLLAR GENERAL, I AGREE TO FOLLOW THE POLICIES AND PROCEDURES OF THE COMPANY. I UNDERSTAND THAT, UNLESS OTHERWISE AGREED IN WRITING SIGNED BY AN OFFICER OF THE COMPANY AND SUBJECT TO ANY APPLICABLE LAW, ALL DOLLAR GENERAL EMPLOYEES ARE EMPLOYED ON AN AT-WILL BASIS. THIS MEANS THAT EMPLOYMENT IS NOT GUARANTEED FOR ANY SPECIFIC DURATION OF TIME, AND DOLLAR GENERAL RETAINS THE RIGHT TO TERMINATE AN INDIVIDUAL'S EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE. NO ORAL REPRESENTATIONS MADE BY A DOLLAR GENERAL EMPLOYEE WITH RESPECT TO CONTINUED EMPLOYMENT CAN ALTER THIS RELATIONSHIP.

I am aware that Dollar General can revise, add or delete any policies, procedures or benefits as deemed necessary for the efficient operation of the Company.

Note to Employees:

As of its issue date, this handbook replaces all previously distributed editions. Any policy contained in any previous handbook which does not appear in this edition, or is different from the information provided in this edition, is invalid.

This handbook is the property of Dollar General. All information contained within this handbook is for Dollar General and its employees only.

Please print clearly in black ink only.

Your Name Your Signature Date

Social Security Number: - -
(use block lettering – numbers should not touch sides of boxes)

Supervisor Signature

**EMPLOYEES MUST SIGN AND RETURN THIS PAGE TO THEIR
SUPERVISOR OR TO THE HRIS DEPARTMENT.**

2005 Dollar General Employee Handbook

Acknowledgement of Receipt of Dollar General Employee Handbook

THIS COPY OF THE EMPLOYEE ACKNOWLEDGEMENT IS FOR YOUR RECORDS.

I acknowledge that I have received a copy of the Dollar General Employee Handbook outlining the policies and procedures of Dollar General. I have read the Table of Contents, and I know what kind of information I can find in the handbook. I acknowledge that it is my responsibility to read and understand the information contained in this handbook. If I have any questions, I understand that I should contact my supervisor or Human Resources.

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Dollar General is an equal opportunity employer. It is the Company's policy to grant equal employment opportunity (EEO) to all qualified persons without regard to race, sex (including pregnancy, childbirth and related conditions), religion, color, age, national origin, disability, citizenship or any other characteristic protected by law. The Company provides equal opportunities in employment, promotions, wages, benefits, and all other privileges, terms and conditions of employment.

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Getting Started

As you begin your new job, you will be busy learning your job responsibilities and meeting other employees. You are encouraged to take every opportunity to discuss job expectations and goals, any job-related difficulties, questions and concerns with your supervisor so that you may learn the job and feel comfortable with it.

Need for Policies

The policies stated in this handbook are guidelines to:

- Maintain high safety standards for all employees
- Inform employees of the Company's expectations and what they can expect in return from the Company.
- Minimize misunderstandings about how to deal with problems
- Provide consistent treatment of employees
- Comply with the law

It is impractical to have a policy to cover every situation and not all Dollar General policies are stated in this handbook. Where state or local law imposes requirements contrary to the policies set forth herein, Dollar General will comply with those policies.

Unions

We believe our union-free status is one reason we continue to grow and provide employment while many unionized companies have declined. Our employees have enjoyed competitive wages, benefits and steady employment without paying dues to unions, and have never missed a paycheck because of a strike. We provide job security by continuing to build a sound, growing and profitable business.

The Company is built on the principle of dealing directly with employees rather than through third parties. Like any organization, we may have problems from time to time. However, we believe that interference by a third party would harm our employees. Our employees are individuals, and Dollar General is committed to resolving employee issues and concerns in an equitable and open manner.

If a union organizer or business agent asks you to join a union or to sign any kind of union card (whether it is to join the union, get more information about the union, or for some other purpose) you have the right to refuse. Signing a union card is like signing a blank check – like giving up your rights. It means that you, as an individual, are no longer interested in dealing directly with management and would rather someone else do your talking for you.

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We believe that Dollar General employees want to think, speak and act for themselves. If you ever have any questions about our commitment to you, or if you have any personal problems or questions, we urge you to speak to your supervisor, manager or the **Employee Response Center (ERC)** at **1-888-237-4114**.

Open Door Policy – Solving Problems

The Company is committed to an open door policy to answer any work-related question, problem or concern you may have. If you have a concern you would like to bring to management's attention, follow these steps:

- Talk it over with your immediate supervisor.
- If you and your supervisor cannot resolve the issue to your satisfaction, or your supervisor is part of the problem, discuss your concerns with the next level of supervision.
- If you are not satisfied with the response given by your supervisors or if you do not feel comfortable in bringing your concerns to the attention of your supervisors, contact the Employee Response Center (ERC) at 1-888-237-4114. Guidance will be provided as to alternative ways that such issues may be resolved.

Alternative Dispute Resolution

Alternative Dispute Resolution (ADR) is designed to offer Dollar General employees alternative methods to resolving specific workplace disputes which include: termination, final counseling, demotion, harassment and discrimination.

When you are looking for a solution to a workplace conflict, your supervisor or your supervisor's manager is often the place to start. If a solution cannot be reached, contact the **Employee Response Center (ERC)** at **1-888-237-4114**.

In those unique situations when your conflict still has not been resolved, call the ADR team.

Call 1-800-297-5527
Monday - Friday, 8 a.m. - 5 p.m. Central Time

2005 Dollar General Employee Handbook

The Employee Response Center (ERC)

The Employee Response Center is a dedicated team of representatives available to provide resolution to questions you may have regarding your store registers, scanners, printers and processes, as well as questions regarding Company policies. The ERC is also one of the many avenues provided by the Company for reporting inappropriate conduct, including discrimination and harassment. If you are ever unsure who to call, the ERC is here to assist and will make sure you are directed to the proper department for resolution. The ERC is open from 7 a.m. until 9 p.m. CST, Monday through Saturday and from 8 a.m. until 8 p.m. on Sunday. The ERC is also open on all holidays except for Easter and Christmas.

Diversity in the Workplace

Dollar General recognizes that diversity is a business imperative. The Company demonstrates its commitment to inclusion through:

- Recruitment, hiring and development of employees;
- Selection of suppliers and vendors;
- Serving the needs of our customers; and
- The Company's mission and business strategy

Employees looking for career opportunities should visit the Company web site at www.dollargeneral.com and click on the careers button located on the left side. From there, you may select retail positions, store support center positions or DC positions.

Solicitation and Distribution Policy

In order to avoid interruption of your work and to protect you from unnecessary annoyance, soliciting memberships or contributions, distributing printed material, or conducting personal business on Company property is limited by the following rules:

- Employees must not solicit and/or distribute literature to fellow co-workers during work or while in working areas.
- Soliciting an employee or distributing literature to an employee by a non-employee is prohibited at all times on Company property.
- Soliciting and/or distributing non-company literature to customers is strictly prohibited.
- Only Company sponsored documents are allowed to be posted on Company property by an authorized manager.

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Bulletin Board Policy

We communicate important information about work and your job on bulletin boards. Please review them frequently to keep up with current activities and information. The bulletin boards are for Company information only. Please do not post or remove any material from them. Only Company sponsored documents are allowed to be posted on bulletin boards by authorized managers.

Ethical Standards

Dollar General's values dictate conduct of the highest moral, ethical and legal standards in pursuing our business interests. We expect all employees to comply with the Company's Code of Business Conduct and Ethics, which has been designed to promote those standards. If you have questions regarding the Code of Ethics or the appropriate course of conduct in a particular situation, you should first consult your supervisor who knows your job and circumstances the best. In situations where your supervisor cannot provide the answer or where you do not believe that your supervisor is the appropriate person to consult, you should usually consult the next higher level of management or the **Employee Response Center (ERC) at (888) 237-4114**, either of which can direct you to the appropriate person or department in Dollar General. We also have noted in various sections of the Code of Ethics the appropriate persons to consult regarding interpretations of certain subjects.

We also have established a hotline that you can use to report violations of the Code of Ethics anonymously. The hotline can be reached at 1-800-334-9338. All complaints and concerns submitted through this hotline will be received and processed by a third party provider. Their operators will take your report over the phone and forward to designated Dollar General representatives. All matters reported via the hotline will be treated confidentially, subject to applicable law, regulation or legal proceeding.

Dollar General intends to consistently enforce the policies and standards in the Code of Ethics through appropriate disciplinary mechanisms. Conduct that violates the Code of Ethics or any applicable law, rule or regulation may subject the persons involved to prosecution, imprisonment or fines. Dollar General also may be subject to prosecution, fines and other penalties for the improper conduct of our employees.

Any violation of the Code of Ethics or any applicable laws, rules or regulations, including the failure to report a violation, is cause for disciplinary action up to and including termination of employment. The appropriate form of discipline will be case-specific and fairly applied.

2005 Dollar General Employee Handbook

Minimum Age

Persons working for Dollar General must be at least 18 years old, unless otherwise determined by Human Resources.

Types of Employment

Dollar General hires employees in two categories:

Regular, on a full-time or part-time basis:

- It is the employee's responsibility to work with his or her supervisor to monitor his/her employee status.
- A Personnel Action Form must be processed to change an employee's status from part-time to full-time or vice versa.

Temporary, on a full-time or part-time basis:

- A temporary employee should be given specific start and end dates upon being hired.
- The supervisor must complete a Personnel Action Form to change a temporary employee to regular part-time or full-time status.

Personnel File

The Company has adopted the following guidelines to assist in avoiding the unnecessary disclosure of confidential employment information:

- The Company will request, use and retain only personal information about employees that is required for business or legal reasons.
- The Company will take reasonable measures to protect and preserve the confidential personal information in its records and files.
- The Company will limit the internal availability of personal information to those Company officials with a "need to know" purpose.
- The Company will refuse, except in specific circumstances, to release information to outside sources without the employee's written approval. Exceptions are limited to simple employment verification and to comply with legal requirements.

NOTE: *Personnel files are Company property and, therefore, typically will not be copied or released unless required by law, necessary to defend the Company in litigation or other proceedings or in compliance with a lawfully issued subpoena or court order.*

2005 Dollar General Employee Handbook

Personal Appearance and Dress Code Policy

This policy is intended to establish clear guidelines and expectations for the personal appearance of employees in order to convey a positive and professional image to our customers, vendors and general public while at work. Employees are expected to maintain a neat, clean and well-groomed appearance while at work.

Employees violating this policy will be subject to disciplinary action and will be asked to return home and change in order to meet the Personal Appearance and Dress Code Policy requirements. The Manager on duty at the time who allows an employee to violate the Personal Appearance and Dress Code Policy will also be subject to disciplinary action. Violation of the Personal Appearance and Dress Code Policy may result in progressive counseling up to and including termination, even for the first offense.

Personal Appearance

- Employees may not work with unnatural hair colors, e.g., blue, green or pink hair.
- Hair, including facial hair, must be neatly groomed and trimmed.
- Good hygiene must be practiced, including bathing, deodorant use, etc.
- Clean hands and fingernails should be maintained.
- No head coverings of any kind should be worn.
- No open-toe or open-heel shoes are allowed.
- All visible body piercing is limited to the ear only.
- Visible tattoos must not be in violation of any Dollar General policies.

Dress Code

- Plain black polo-style short-sleeve or long-sleeve collared shirt, without any logos other than the Dollar General logo
- Shirt must be tucked in pants/skirt where possible; if not, a smock must be worn. The shirt must cover the midriff.
- Khaki or tan-colored pants (capris are not allowed) or khaki or tan-colored skirt (knee length or longer); no sweatpants are allowed
- A belt must be worn with pants having loops where possible; if not, a smock must be worn
- Clean shoes (No open-toe or open-heel shoes or sandals are permitted)
- Socks or hose must be worn
- Name badge must be worn on the left collar

2005 Dollar General Employee Handbook

- Smocks with the Dollar General logo are permitted where available. The smock must be worn with khaki or tan colored pants/skirt and black polo-style shirt.
- Clothing should be in good condition. Torn or sheer clothing is not permitted.
- No jeans are allowed to be worn during store hours.
- During cold weather, employees may wear similarly colored long-sleeve clothing underneath the polo-style shirt, or a similarly colored jacket/sweater may be worn over the polo-style shirt.

NOTE: *Religious and/or disability-related exemptions may be permitted depending on the circumstances. Partner with the district manager for direction.*

Anti-Discrimination and Harassment Policy

All Dollar General employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive. Dollar General values and respects the rights and dignity of each person and will not tolerate discrimination or harassment based on race, color, religion, sex (including pregnancy, child birth and related conditions), national origin, age, disability, citizenship or any other characteristic protected by law. All employees should, therefore, be aware of the following:

Discrimination

- Discrimination on the basis of race, color, religion, sex (including pregnancy, child birth and related conditions), national origin, age, disability, citizenship status or any other characteristic protected by law is strictly prohibited. This includes, but is not limited to the following: hiring, placement, upgrading, transfer, demotion or promotion, treatment during employment, rates of pay or other forms of compensation, benefits, layoff or discharge, the provision of reasonable accommodation, recruitment or solicitation of employment and all other terms and conditions of employment.
- Harassment on the basis of any protected characteristic is also strictly prohibited. Under this policy, harassment is speaking to or treating an employee in a way that is degrading or in a way that exhibits dislike for, hostility or hatred toward, an individual (or that of his/her relatives, friends or associates) because of race, color, religion, sex (including pregnancy, child birth and related conditions), national origin, age, disability, citizenship or any other characteristic protected by law.

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Sexual Harassment

- Sexual harassment in any situation is strictly prohibited. This includes sexual harassment by managers, supervisors, co-workers, or third parties such as vendors or customers. It is particularly damaging when it exploits the interdependence and trust between employees or between supervisors and their employees.
- An individual found to be guilty of sexual harassment, creating a hostile work environment or any other form of discrimination is subject to disciplinary action for violations of this policy, up to and including termination from the Company. Accordingly, it is the Company's intention that this policy go beyond the legal requirements and includes conduct we otherwise believe to be inappropriate.

Non-employees of Dollar General

Dollar General applies its Anti-Discrimination and Harassment Policy to its vendors and customers. Dollar General will not tolerate unlawful discrimination by or against non-employees of Dollar General. Dollar General will provide reasonable accommodation for its disabled customers as required by law (e.g., allowing disabled customers to shop with service animals).

Retaliation

Dollar General prohibits retaliation against an employee who has made a report of alleged discrimination or harassment or who has participated in certain, investigations or administrative proceedings.

Examples of conduct prohibited by the Anti-Discrimination and Harassment Policy include, but are not limited to:

- Offering or implying an employment related reward (such as a promotion or raise) in exchange for sexual favors or submission to sexual conduct
- Threatening or taking of a negative employment action (such as termination, demotion, or denial of a leave of absence) if sexual conduct is rejected
- Unwelcome sexual advances or repeated flirtations
- Unwelcome intentional touching of another person or other unwanted intentional physical contact (including patting, pinching, or brushing against another person's body)
- Unwelcome whistling, staring or leering at another person
- Asking unwelcome questions or making unwelcome comments about other person's sexual activities, dating, personal or intimate relationships, or appearance
- Unwelcome sexually suggestive or flirtatious gifts, letters, notes, e-mail or voicemail

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- Conduct or remarks that are sexually suggestive or that demean or show hostility to a person because of a protected characteristic (including jokes, pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, negative stereotyping, threats, blocking of physical movement)
- Displaying or circulating pictures, objects or written materials (including graffiti, cartoons, photographs, pinups, calendars, magazines, figurines or novelty items) that are sexually suggestive or that demean or show hostility to a person because of a protected characteristic

These guidelines also apply to other forms of unlawful harassment, including conduct based on race, color, religion, sex (including pregnancy, child birth and related conditions), national origin, age, disability, citizenship or any other characteristic protected by law.

Zero Tolerance

An individual who is believed by the Company to have engaged in conduct that violates this policy is subject to disciplinary action up to and including termination from the Company. Accordingly, it is the Company's intention that this policy go beyond the legal requirements and includes conduct we otherwise believe to be inappropriate.

Reporting Harassment and Discrimination

- Any employee who believes that he/she has been the subject of any form of harassment or discrimination by anyone at Dollar General or by any person who does business with Dollar General or who has witnessed harassment, discrimination or retaliation should immediately report the matter to the Employee Response Center (ERC), at 1-888-237-4114.
- In all cases, an investigation will be conducted. The investigation will be conducted on a confidential basis; sensitive information will be disclosed on a need-to-know basis. There will be no retaliation against any employee who reports such conduct or participates in the investigation in good faith. Any attempt to interfere with an investigation or retaliate against an employee for reporting conduct or participation in an investigation will result in immediate termination.

Workplace Violence Policy

Dollar General can best perform its mission when all employees coexist in a climate that supports a free exchange of ideas and utilizes constructive methods of conflict resolution. Dollar General is committed to create and maintain an environment free from disruptive, threatening and violent behavior.

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Dollar General will not ignore, condone or tolerate disruptive, threatening, or violent behavior by any Dollar General employee, contract service provider, visitor or customer. Employees engaged in such behavior will be subject to disciplinary action, up to and including termination. Some disruptive, threatening, or violent behavior is prohibited under criminal or civil law. When appropriate, Dollar General may initiate civil action or criminal prosecution.

Definitions

- **Workplace Violence:** Any physical assault, threatening behavior, verbal abuse or intimidation occurring in or affecting the work environment.
- **Disruptive Behavior:** Disturbs, interferes with, or prevents normal work functions or activities.
- **Threatening Behavior:** Includes any physical actions short of actual contact (e.g., moving closer aggressively or blocking a person's movement), general oral or written threats to people or property.
- **Violent Behavior:** Includes any physical assault with or without weapons; behavior that a reasonable person would interpret as being violent (e.g., throwing things, pounding on furniture, slamming doors, destroying property); and specific threats to inflict physical harm (e.g., a threat to harm a named victim).

Examples of Prohibited Conduct: (not all inclusive)

- Yelling, shouting, using profanity or other verbal abuse
- Waving arms, shaking fists or other inappropriate gestures
- Aggressive posturing or movement, inappropriate invasion of someone's personal space
- Preventing the free movement of another person, preventing them from leaving a room
- Any direct or indirect threats toward a person or property
- Throwing objects, slamming doors or telephones, pounding desks; any destruction of property
- Aggressive physical contact, grabbing, touching, holding, shoving or hitting
- Possession of a firearm or other weapon on the premises
- Threatening or implying possession or access to a firearm or other weapon on the premises
- Threatening to return with a weapon at a later date or time

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Reporting

All managers and supervisors are responsible for the implementation of this policy. Employees can report such behavior by utilizing the Company's Open Door policy by contacting your immediate supervisor or by calling the **Employee Response Center (ERC) at 1-888-237-4114.**

Protective Orders

Employees of Dollar General who have obtained a protective order and wish not to be contacted by a non-employee should supply a copy to the manager. Other parties may be informed when deemed necessary for safety reasons; however, disclosure will be limited to those individuals who have a legitimate need to know the information. Also supply a copy of the protective order to your district manager and local Police Department.

Background Checks

A criminal background check is required for all persons who accept a conditional employment offer for a full time, part time, or temporary position. Dollar General reserves the right to obtain background information for as long as you are employed by the Company. The purpose of the background check is to provide a safe place for our employees and customers. Receiving a favorable result on the background check, as set forth in Dollar General hiring criteria, is a condition of employment.

Searches

To enforce Company policy, Dollar General may conduct unannounced searches in Company facilities, on Company property (which includes but is not limited to, property owned or leased by the Company) or during Company-sponsored events. Dollar general reserves the right to search with or without the employee's consent. Employees are expected to cooperate in the conduct of any searches.

These searches may include, but are not limited to, desks, lockers, closets and personal items such as vehicles, parcels, purses, coats, backpacks and briefcases.

Consent to a search is required as a condition of employment with Dollar General, and the refusal to consent may result in disciplinary action, including termination from the Company, even for a first refusal.

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Drug and Alcohol Policy (Summary)

It is Dollar General's intent to maintain a safe and healthful working environment for our employees, to protect and preserve our property and that of others, and to provide safe and efficient operations for our customers. Dollar General takes very seriously its responsibility to ensure that substance abuse by its employees does not impact Company operations or the safety of our employees and customers.

All employees are expected to comply with Dollar General's Drug and Alcohol Policy, a copy of which has been provided to you. The Policy outlines Dollar General's policy and procedures regarding: (i) the use, sale, possession, transfer, or other misconduct involving illegal drugs; (ii) the use and misuse of legal drugs; (iii) alcohol use and misuse; and (iv) Company policy and procedures relating to drug and alcohol testing. Where permitted by law, Dollar General has the right to require drug and/or alcohol testing, including pre-employment, random/suspicionless, post-accident and reasonable suspicion testing. The district manager must be contacted for approval prior to any drug testing. It is important that you read and understand this Policy and the consequences of violating it. If you have any questions regarding the Policy, or would like to request another copy, please contact Human Resources.

Proprietary and/or Confidential Information

Much of the Company's information is proprietary and/or confidential. As an employee of the Company, you are responsible for protecting that information. If anyone asks you for information that you believe may be proprietary and/or confidential or if you have questions regarding what constitutes proprietary and/or confidential information, refer to your supervisor.

Other Employment or Business Activities

Dollar General full-time employees may not have any outside employment or any outside business activity **if** it: (a) involves the use of Company property or facilities; or (b) materially diverts the employee's time, attention or energy away from the performance of the employee's duties. While the Company does not seek to intrude on employees' personal lives, other employment or business activity potentially impacts an employee's ability to perform the duties required of his or her position at Dollar General.

Outside employment or business activities may be permitted when an employee can continue to satisfactorily perform his or her normal work duties within the scheduled workweek. Work assignments and schedules will not be changed for a Dollar General employee to perform work for another company or business.

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If circumstances require that an employee must work a second job, the employee must discuss the situation first with his or her supervisor. Working for a competitor or Dollar General vendor or having a material financial interest in or relationship with a competitor or Dollar General vendor is not permitted except in specific pre-approved circumstances.

Wage & Hour Policy

Working off the clock, instructing or allowing someone to work off the clock, allowing friends and/or family to work in the store or accepting merchandise, cash, or compensatory time for work is a violation of Company policy. Employees must be paid for all hours worked within the week they actually worked and employee hours may not be "rolled" from one work week to another. Additionally, employees must clock in and out for all hours worked. Managers are prohibited from making payroll modifications which adversely impact an employee's pay. Modifications of payroll records are subject to audit at any time.

Employees will be paid through the regular payroll system for all hours they work, no exceptions. Any violation may result in immediate termination of employment for the responsible employee, even for the first offense. It is the employee's responsibility to contact the **Employee Response Center (ERC)** at 1-888-237-4114 if he/she has not been paid for all hours worked.

DO:	DO NOT:
<ul style="list-style-type: none"> • Pay all employees through the regular payroll system. • Pay all employees during the week the work was actually done (in other words do not move hours to the next week). • Ensure employees are paid for making bank deposits and other work performed, as well as work performed outside normal business hours. • Clock in prior to starting work, clock in and out before and after meal periods and clock out at the end of your work day –everyday– no exceptions! • Call the Employee Response Center (ERC) at 1-888-237-4114 if you have not been paid for all hours worked or to report a violation of our Wage & Hour policy. • Review your paycheck carefully each week to ensure you've been paid for all hours worked. 	<ul style="list-style-type: none"> • DO NOT work off the clock • DO NOT allow anyone to work (including unloading trucks, taking out trash, etc.) unless the person is an employee and paid for all hours worked • DO NOT allow close relatives to work in the store (this means allowing them to perform any work—for example, unloading trucks, stocking shelves, taking out the trash, etc.) – NO EXCEPTIONS! • DO NOT accept or give merchandise or cash for work • DO NOT allow another employee to sign in or out for you. • DO NOT allow employees in the store before or after store hours without being paid. • DO NOT perform work of any kind during an unpaid lunch or meal break • DO NOT work overtime without it first being approved by your manager

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Tracking Work Time

Compensation for hourly employees is determined by the pay rate and number of hours the employee works each week. By using the electronic clock-in/out on the register, an accurate account of the hours you work will be recorded.

- Hourly employees must record all hours they work by clocking in/out at the register.
- Employees are required to clock-in when they start to work each day, clock-out and in before and after any break of 30 or more minutes, and clock-out at the end of their work day.
- Under no circumstances may an employee have another employee clock-in or clock-out for him/her, nor may he/she clock-in or clock-out for someone else.
- End of week payroll modifications by the manager should be very few, if any at all. The manager should never clock in or out for an employee or enter modifications to an employee's clock in/out times that could adversely impact an employee's pay. The only exceptions are corrections to error(s) that an employee made to his/her time record or technical problems that occurred.
- Hourly management employees may not make payroll modifications to their own time records.
- Working off the clock may result in immediate termination from the Company. See the Wage and Hour Policy for more details.

NOTE: *Failure to properly track work time as listed above may result in progressive counseling up to and including termination, even for the first offense.*

Work Hours and Overtime

As an employee, your work schedule may vary from week to week. No employee of Dollar General is guaranteed to work a specific number of hours, at specific times, during any work week. The store manager or assistant store manager will post your work schedule. These schedules will always be based upon customer, rather than employee, needs. Work schedules may be subject to change due to arrival of trucks or other needs as they arise.

Company Policies:

- No vendors or contractor are allowed in the store before or after store hours without a business purpose and authorization from the district manager.

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- No Dollar General employee is allowed in the store before or after store hours without the district manager's authorization and unless scheduled to work and paid for all hours.
- No one other than Dollar General employees may work in the store.
- Performing any work prior to clocking in or after clocking out may result in immediate termination from the Company, even for the first offense.
- Allowing new employees to begin work prior to receiving confirmation from HRIS through the register receipt that all hiring criteria has been met is a violation of Company policy and may result in disciplinary action up to and including termination from the Company.

NOTE: *No employee has the authority to ask another employee to work off the clock. Report all violations or requests for violations of this policy to the district manager or the ERC.*

Working Minors

Dollar General is committed to protecting the health and welfare of minors in the workplace and to safeguard their education. The Company allows the hiring of 16 and 17 year old employees in specific states identified by Human Resources as part of the Hiring Minors Program. Contact your supervisor or the ERC for questions regarding Dollar General's Hiring Minors Program. Policy violations regarding the employment of minors will result in disciplinary action, which may include termination even for the first offense.

Tele-Commuting Policy

Unless otherwise required by law, Dollar General generally does not support the practice of tele-commuting or working from remote locations (including but not limited to an employee's home).

If Dollar General identifies a business need for an employee to work from a remote location, it may grant an exception to this policy. Such exceptions require the approval of the Executive Vice-President (EVP) responsible for the department requesting the exception and the Vice-President (VP) of Human Resources.

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GED Assistance Program

Dollar General proudly supports and encourages its employees who are working toward their General Education Diploma (GED). Full-time employees who take and pass the GED test are eligible for testing fee reimbursement. For more information, contact the **Employee Response Center (ERC)** at **1-888-237-4114** or your supervisor. To be reimbursed for the cost of the GED testing, please mail the receipt for the test fee and a copy of the GED Certificate to:

Dollar General
ATTN: Tuition Reimbursement
100 Mission Ridge
Goodlettsville, TN 37072

Benefits

For information on your Dollar General benefits, refer to your Summary Plan Documents. For questions, call the Benefits Service Center:

1-877-885-5735
1-700-200-1234 ext. 5440

HIPAA (Health Insurance Portability and Accountability Act of 1996)

Dollar General Corporation sponsors the Dollar General Health Plan (the "Plan") for the benefit of its employees. As a function of Dollar General's role to administer the Plan, some employees of Dollar General may have access to the individually identifiable health information of plan participants on behalf of the Plan or Dollar General Corporation. HIPAA and its implementing regulations provide specific restrictions on the employer's ability to use and disclose protected health information.

"Individually Identifiable Information" Defined

Health information, including demographic information, that is:

1. Created or received by a health care provider, health plan, or employer; and
2. Relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

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"PHI" Defined

Protected health information (PHI) is individually identifiable health information (see above definition) that is transmitted or maintained electronically, orally, or in written form by the Plan.

Use and Disclosure

PHI is used when it is shared, utilized, applied, or analyzed within Dollar General. A disclosure of PHI is made when it is released, transferred, given access to, or otherwise communicated to any person or entity outside of the Plan.

Permitted Uses and Disclosures

An employer may use and disclose PHI without consent or authorization, or without allowing the individual to object or agree to the use or disclosure if:

1. Use or disclosure was made to the individual who is the subject of the PHI;
2. The use or disclosure is for the treatment, payment or health care operations;
3. The use or disclosure is incidental to a permitted use or disclosure, and reasonable safeguards are in place;
4. An employee authorization was obtained before the use or disclosure.

PHI is not to be disclosed for the purpose of payment of operations of "non-health" benefits, such as Workers' Compensation, disability, or FMLA, unless an individual authorization has been obtained or the disclosure is required by applicable state law and particular requirements under HIPAA are met.

Minimum Necessary Standard

In the event that PHI is used or disclosed, the Health Plan will make reasonable efforts not to use, disclose or request more than the least amount of PHI necessary to accomplish the intended purpose of use, disclosure, or request.

The minimum necessary standard does not apply in the following disclosures:

1. PHI that is disclosed to the individual who is the subject of the PHI;
2. When a valid authorization has been obtained;
3. When required by law;
4. When required to comply with HIPAA.

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Safeguarding PHI

Employees must take the following steps to safeguard protected health information in their area to ensure that PHI is protected and kept confidential:

1. An automatic log-off should be placed on your computer when you are away from your workstation for 10 minutes or more;
2. All computers are to be turned off at the end of the day;
3. All paper documents concerning PHI should be locked in a drawer or cabinet;
4. Protected health information is not to be left on voice mail messages;
5. Any other reasonable step necessary to physically secure PHI in your area.

Complaints

An individual has the right to file a complaint against the Plan for violation of HIPAA privacy regulations. A complaint can be filed with the Plan by calling the Privacy Hotline at 1-800-334-9338. A participant also has the right to file a written complaint with the U.S. Department of Health and Human Services.

Sanctions for Violations of Privacy Policy

A violation of the HIPAA Privacy Policy by any member of the workforce may lead up to, and include, termination of employment. The appropriate sanction will be determined upon the nature of the violation, its severity, and the intent of the violation.

Sanctions will not be imposed upon an employee who lodges a complaint with the Privacy Official or with the U.S. Department of Health and Human Services, or who refuses to follow a policy or procedure they believe in good faith to be a violation of the Privacy Rule.

Further, no employee may intimidate, threaten, coerce, discriminate against or take other retaliatory action against an individual for exercising their privacy rights, filing a complaint, participating in an investigation, or opposing any improper practice under HIPAA. No individual shall be required to waive his or her privacy rights under HIPAA as a condition of treatment, payment, enrollment, or eligibility.

Individual Rights

HIPAA's privacy rules give individuals, or personal representatives, certain rights regarding their PHI. These rights include:

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1. Right to access and amend the PHI maintained by the Plan;
2. Right to an accounting of disclosures made of his or her PHI;
3. Right to request a restriction on the use and disclosure of PHI;
4. Right for PHI to be communicated by alternative means or to an alternative location to protect the individual from endangerment.

Overview

This is a policy overview. A copy of the full HIPAA Privacy Policy may be requested by calling the Benefits Service Center at 1-877-885-5735.

The Work Number

The Work Number is an automated service that provides instant employment and income verification. The service is used when employees are applying for a mortgage or loan, reference checking, leasing an apartment, applying for government assistance or any other instance where proof of employment or income is needed. Employees benefit from having control of the process and being able to authorize others access to his/her information.

Employees need to give the verifier the contact information below and a salary key authorization number (if verification of wages is needed). A salary key may be obtained via the internet or by calling The Work Number. Verifiers absorb the cost of this service.

Verifiers may contact The Work Number on the internet at www.theworknumber.com or by calling 1-800-367-5690 to obtain verifications. For more information, employees may refer to the wallet card that was distributed during the initial roll-out of the program and that is included with the new hire paperwork.

Employees should provide **only** The Work Number when contacted for a reference for another employee. Failure to do so can result in disciplinary action up to and including termination even for the first offense.

Personal Phone Calls

Make or receive personal calls only when necessary. If it is necessary to place a personal call, you should make it during approved breaks.

- No personal cell phones (including camera phones) or personal pagers may be used or carried while employees are on the sales floor. Personal cell phones and pagers may only be used while employees are on break in the back room.

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- Unauthorized long distance calls may result in immediate termination from the Company.

Personal Visits

Personal visits from friends and relatives are acceptable during your meal break. They should occur outside the workplace. "Workplace" means any area within a Dollar General store including but not limited to the sales floor, any store office, restroom, break room or stock room. It is a violation of Company policy to allow a non-employee in the store during non-business hours, unless the non-employee is a contractor or vendor there for business purposes and the visit is pre-approved by the district manager.

Child Care

Under no circumstances should a child be brought to the work place. Any child care conflicts should be resolved before reporting to work.

Employee Purchase Policy

While we encourage employees to shop in our stores, the following procedures must be followed:

- A member of management must ring up all employee purchases. Employees (including the store manager and assistant store manager) are not allowed to ring up their own purchases.
- Employees should not make purchases during their work hours, unless it is a small food item for immediate consumption during a rest or meal break. All other purchases must be made when the employee is off duty and the store is open for business.
- Merchandise must be paid for before it is used or consumed.
- The receipt for the purchase must be given to the employee. The employee must be able to present the receipt for the purchase, at any time, when requested by a member of management.
- No employees, including management, are to hold merchandise for purchase at a later time.
- All merchandise must be paid for before it leaves the store. Failure to ring up all merchandise could result in immediate termination for all involved employees.
- Employees are not allowed to ring up members of their household and/or close relatives as defined in the handbook.

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- If the employee has a refund, the refund must be transacted when the employee is off duty, the store is open for business and conducted by store management.
- Employees (including the store manager and assistant store manager) are not allowed to complete their own refund, nor are they allowed to complete refunds for members of their household and/or close relatives.
- All refunds must be verified by an employee other than the one who completed the refund transaction.

Violation of these procedures may result in progressive counseling up to and including termination, even for the first offense.

Employee Check Policy

Employees may write checks for the amount of purchase only. The employee may not write personal checks for cash or cash other checks through the register, deposit or safe fund. The store manager must write the word "Employee" at the top of any checks written by a Dollar General employee. Employees who write bad checks or commit any other violation of this policy may be subject to counseling up to and including termination. Please refer to the SOP for further information.

Smoking/Tobacco Policy

Dollar General is committed to creating and maintaining a safe and healthful environment for its employees and customers. Therefore, the use of tobacco products is strictly prohibited in the workplace at Dollar General. "Workplace" means any area within a Dollar General Store, including, but not limited to, the sales floor, any store office, restroom, break room or stock room.

Employees may use tobacco products during approved rest breaks and meal periods. All tobacco products should be disposed of properly. However, even during these approved periods, employees may not use tobacco products within 20 feet of the store entrance. Tobacco products may not be used while unloading trucks, retrieving carts from the parking lot or during other work-related tasks that may take an employee away from the sales floor.

Violation of the Smoking/Tobacco Policy may result in progressive counseling up to and including termination, even for the first offense. If you have any questions regarding this Policy, please discuss them with your immediate supervisor.

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Direct Stock Purchase Plan

Dollar General offers its employees the opportunity to deduct a portion of their pay to purchase Dollar General stock. To enroll, employees must complete a Direct Stock Purchase Plan Enrollment/Change Form that can be obtained from Human Resources or Stock Services.

Plan Information

- You decide how much you wish to deduct each pay period.
- Your deductions are totaled at the end of the month, a purchase is made during the following month, and the shares are deposited into your account.
- To receive an enrollment package for the Direct Stock Purchase Plan, call 1-700-200-1234, extension 5193.

Direct Deposit

Direct deposit is a benefit that Dollar General provides to help the employee eliminate the hassle of handling and depositing a paper paycheck. Signing up for direct deposit authorizes Dollar General to automatically deposit an employee's pay into his/her account at any financial institution chosen (credit unions included).

Employees are given the option of directing the deposit of their earnings into a maximum of four different accounts. For example, you can deposit 80% of your paycheck into your checking account, 10% into a savings account and the remaining 10% into yet another savings account.

An employee's money will be in his/her account, ready for use, at the close of business of each pay day even if the account is in another city. Dollar General will provide the employee, on his/her normal scheduled pay date, with a deposit advice detailing the bank accounts credited along with the employee's normal payroll information. All full-time and part-time employees hired on a regular basis are eligible for direct deposit. Temporary and seasonal employees are not eligible to enroll.

To enroll in direct deposit, you must complete an authorization form. Additional direct deposit forms can be requested by calling the Payroll Department. When signing up for Direct Deposit into checking accounts, include a voided check. (Deposit slips for checking accounts will NOT be accepted.) When using Direct Deposit with a savings account, include a deposit slip. **After submitting the forms, allow 3 – 4 weeks for your payroll check to be automatically deposited.**

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Anniversary Date

An employee's anniversary date is the date that an employee was **originally** hired (unless rehired- see the Service Bridging section). This includes employees who were originally hired as part-time or temporary employees (those hired through the Company, not a temporary agency) and who have now become full-time employees. The anniversary date is used, in conjunction with other employment criteria, to determine service with the Company which impacts several leave policies and benefit programs.

Service Bridging

Anniversary date will be defined as the original hire date unless the employee was rehired after a break in service of more than 30 days. If rehired after being separated from the Company more than 30 days, the anniversary date will be changed to reflect the rehire date. If an employee leaves the Company and is rehired within 30 days of the termination date, the original hire date remains the same and should not be changed during the re-hire process. The original hire date will remain the same for purposes of vacation, counseling, benefits and service. This is called service bridging.

Pay Schedule

Dollar General pays its retail store employees on a weekly basis. The pay week begins on Saturday and ends the following Friday. Payroll checks may **never** be distributed to employees prior to the date of the check. Distributing payroll checks prior to the check date is a violation of Company policy.

Checks are distributed to employees by their manager in their store each week. The check received is for the previous work week. Any questions concerning an employee's compensation should be directed to the Payroll Department.

NOTE: *Employees may not accept merchandise, cash, compensatory time off or any type of gift in lieu of payment for time worked. This may result in progressive counseling up to and including termination, even for the first offense.*

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Meal Breaks

It is our policy to provide unpaid meal breaks during the course of each workday for full-time employees. Store managers or assistant managers determine the time of the meal break. *Where state law differs from Dollar General policy, Dollar General will follow the specific state law.*

- Full-time employees are given a minimum 30-minute uninterrupted meal break usually near the middle of their workday.
- Supervisors are responsible for balancing work loads and scheduling meal breaks and should take into consideration the work load and the nature of the job performed.
- Hourly (non-exempt) employees must clock out when the meal break begins and clock back in when the break is over, as it is unpaid time.
- Employees are expected to be punctual in starting and ending their meal breaks.
- Employees who work part-time should discuss unpaid meal periods with their supervisor.

Eating and Drinking in Unauthorized Areas

Eating and drinking should be limited to the designated break or lunch area during specified times. Failure to comply with this policy will result in disciplinary action.

Rest Breaks

It is our policy to provide rest breaks during the course of each workday for full-time employees. Store managers or assistant managers determine the break schedules for part-time employees. *Where state law differs from Dollar General policy, Dollar General will follow the specific state law.*

- Full-time employees may receive up to two 15-minute paid rest breaks per day depending on the duration of the employee's scheduled work hours. Peak store hours or store projects may make it necessary to delay, shorten, or cancel the break.
- Break periods will be scheduled by the store manager or assistant store manager according to business needs.
- Employees do not clock out for the 15-minute break period, as it is paid time.
- Rest breaks should be taken on company premises.
- Employees are expected to be punctual in starting and ending their breaks.

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- Employees who choose not to take a rest break are not entitled to leave before the normal quitting time and will not receive extra pay for the time worked.
- Breaks required by state law may not be waived.

Pay Rate

It is the intent of Dollar General to pay employees in a manner that it considers to be fair based upon their job duties and their performance. The Company also strives to provide pay rates that are competitive with other companies in our business and in our market areas. All employees will be paid at least the current government mandated minimum wage per hour. No form of payment other than payroll check is allowed. You should not accept merchandise, cash, compensatory time-off or any type of gift in lieu of payment for time worked.

Store Management

Performance Review: All store managers and assistant store managers who are employed as of January 1 will receive an annual performance review. Store managers and assistant store managers are reviewed on annually assigned performance goals. Reviews are completed as soon as possible after fiscal year end (January 31).

Pay Rate Adjustments: Adjustments for store managers and assistant store managers are considered annually (usually April) for those who meet the current eligibility guidelines.

Amount of the Pay Adjustment: The amount of the pay adjustment may be based upon the following items (this is not a complete list):

- Current rate of pay or placement within the range
- Current performance rating
- Company's ability to pay

Store Clerks

All newly hired regular full-time and part-time Store Clerks and Lead Clerks will receive a pay increase after six months of employment and a pay increase each annual anniversary thereafter. Store Clerks and Lead Clerks at or above the maximum pay range may not be eligible for an incremental pay increase.

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Holidays

Paid holidays include Easter Sunday, Thanksgiving Day and Christmas Day. However, Thanksgiving Day is a working holiday. All full-time regular employees are granted holiday pay if they have received pay the week of the holiday (Saturday to Friday), excluding Workers' Compensation pay. Employees should still work their scheduled day before and scheduled day after the holiday. Exceptions may be made where required by law (e.g., the FMLA).

NOTE: *Part-time and temporary employees are not eligible for paid holidays. However, part-time employees may receive additional compensation for Thanksgiving only if they work on Thanksgiving Day.*

Vacation

- All full-time, regular employees are eligible for vacation after six months of service. This includes employees who were originally hired as part-time or temporary employees (those hired through the Company and not a temporary agency) and who have now become full-time employees.
- Vacation is granted to all full-time, regular employees based on completed years of service, unless there is a break in service from the Company of more than 30 days. Vacation must be taken before the next anniversary of the employee's original hire date, no exceptions.
- Dollar General temporary employees and part-time employees are not eligible for vacation.
- Employees whose status voluntarily changes from full-time to part-time lose their entitlement to any vacation (including any unused vacation) while in a part-time status.
- If an employee's status changes from part-time to full-time without a break in service of more than 30 days, service time in the part-time position counts towards vacation available if the employee's status changes to full-time.
- Unused vacation time cannot be used in place of working out a notice.
- The Company encourages everyone to take this time off each year for rest and recreation; therefore, the Company does not provide pay in place of vacation. Additionally, vacation time is not carried over to the next year if unused by an employee's anniversary date.
- Since vacation is "granted," not "earned," the time not taken when an employee leaves the Company will be forfeited. Employees will not be paid for unused or forfeited vacation.

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Scheduling Vacation

- All vacation time should be taken between January 1 and November 15.
- Vacations should be scheduled with your manager 30 days prior to the requested time. Exceptions may be permitted with district manager approval.
- Employees must wait one week from their anniversary date before taking vacation.
- Your store manager reserves the right to decline vacation requests during peak work load periods.
- Priority for vacation will be given according to length of service and position.

NOTE: *Where state law differs from the vacation policy, Dollar General will follow the specific state law.*

Hours Paid for Store Managers

(Refer to the SOP for procedures on recording vacation time)

- At the completion of six-months consecutive service, store managers are eligible for one week (20 hours paid) of vacation.
- At the completion of one year consecutive service, store managers are eligible for one week (40 hours paid) of vacation.
- Effective April 1, 2005, store managers who have two years of consecutive service are eligible for a total of 80 hours paid vacation per anniversary year.
- Effective April 1, 2005, store managers who have 15 or more years of consecutive service are eligible for a total of 160 hours paid vacation per anniversary year.

Hours Paid for Full-Time Store Managers

Consecutive Service	Vacation Available
6 months	1 week (20 hours paid)
1 year	1 week (40 hours paid)
2 years	2 weeks (80 hours paid)
7 years	3 weeks (120 hours paid)
15 years	4 weeks (160 hours paid)

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Hours Paid for Full-Time Hourly Employees

Consecutive Service	Vacation Available
6 months	1 week (20 hours paid)
1 year	1 week (40 hours paid)
3 years	2 weeks (80 hours paid)
7 years	3 weeks (120 hours paid)

Hours Paid for Full-Time Hourly Employees

(Refer to the SOP for procedures on recording vacation time)

- At the completion of six-months consecutive service, full-time hourly employees are eligible for 20 hours paid vacation.
- At the completion of one year consecutive service, full-time hourly employees are eligible for 40 hours paid vacation.

Pay for Time Not Worked and Overtime

The following examples are representative of "non-work" hours in which the employee may still be eligible for pay: vacation, holidays, jury duty and funeral leave. (This is not a complete list of "non-work" examples.)

When determining eligibility for overtime, only actual "worked" hours are taken into consideration for non-exempt employees. Therefore, "non-work" hours, such as those noted above, are not considered in the government mandated overtime calculations. Overtime pay is always determined by the number of hours actually worked during the work week, in accordance with government guidelines.

Working Off the Clock

"Working off the clock" means working, but not reporting on the electronic clock-in on the register the hours you worked. Working off the clock, or allowing or instructing someone to work off the clock, is a violation of Company policy and can lead to immediate termination from the Company even for the first offense.

Employees must be paid for all hours worked. In addition, you must be paid for all hours worked within the week the hours were actually worked. Hours cannot be intentionally held over to another week for payment. No employee in the Company, including your store manager, your district manager or your Region Manager has the authority to require you to work off the clock or falsely report hours as having been worked in a week other than when they were actually worked.

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You should immediately report any employee who asks you to work off the clock to your district manager or the **Employee Response Center (ERC)** at **1-888-237-4114**.

Voting

Some states have laws that address granting employees time off to vote. Our experience tells us that most employees vote before or after work since the polls are usually open at these times. If you have difficulty voting before or after your work schedule, check with your supervisor for specific information about your location's policy regarding time off to vote.

Dollar General's Leave Policies at a Glance

The following section outlines Dollar General's leave policies. Please partner with your supervisor if you have any questions regarding this section. Where permitted by law, the Company reserves the right to require appropriate documentation to verify an employee's need for leave.

FMLA, Medical Absence Leave and Personal Leave are calculated using a 12-month rolling period measured backward from the date on which a leave of absence is to begin. For these types of leaves, employees may not exceed the total maximum amount of time allowed in a 12-month rolling period. The maximum amount of time allowed is determined by law and/or based on years of service with Dollar General.

Full-time employees with less than one year service may be eligible for up to a maximum of four work weeks of total combined leave (including personal and medical leave) in a 12-month rolling period, excluding military, funeral or workers' compensation leave.

Full-time employees with more than one year service may be eligible for up to a maximum of 16 work weeks of total combined leave (including FMLA, personal and medical leave) in a 12-month rolling period, excluding military, funeral or workers' compensation leave.

Part-time employees who are ineligible for FMLA may be eligible for up to a maximum of two work weeks of total combined medical and/or personal leave in a 12-month rolling period, excluding military, funeral or workers' compensation leave.

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An employee's failure to provide required documentation supporting the need for leave in the required timeframe may result in delay or denial of the leave. In addition, for the time missed, the employee may be subject to disciplinary action as outlined in the attendance policy, depending on the circumstances.

The Company's leave policies, including its FMLA leave policy, are outlined in this handbook. You should refer to these policies and their eligibility requirements, and ensure that you have met those requirements if you wish to take a leave of absence under those policies.

If an employee is eligible for FMLA and a medical certification is not returned as outlined, FMLA leave can be delayed or denied. Failure to provide a medical certification will require the employee to take a medical or a personal leave, both of which are shorter in duration, are not job protected and may affect all benefits.

NOTE: *Where additional leave is required by federal or state law or regulation (for example, the ADA), or where federal or state law or regulation gives employees greater rights than Company policy, the Company will comply with such law or regulation.*

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Family & Medical Leave Act (FMLA)

Eligibility	12 months employment (need not be consecutive) and 1,250 actual hours worked in 12 months prior to leave (does not include non-work time such as vacation or leaves)
Criteria for Leave	Personal serious health condition; serious health condition of employee's parent, spouse or child; birth or adoption of child or placement of foster child. Contact the Leave Department toll-free at 1-866-DGS-FMLA.
Period of Leave	12 weeks per rolling 12-month period (Counting backward from date on which most recent requested leave is to begin)
Pay Continuation Status	Unpaid leave, but may use vacation.
Benefit Status	<p>Medical and welfare benefits will continue for 12 weeks through payroll deductions or remitting premiums timely. Use of your Health Care and or Dependent Care Flexible Spending Account will be suspended, unless receiving pay through payroll. At the end of 12 weeks, if employee does not return to work, benefits may be terminated. COBRA may apply. Employee and employer contributions to the retirement plan will cease if not receiving pay through payroll.</p> <p>If benefits terminate, benefits will be reinstated if employee contacts the Benefits Department in writing within 31 days of returning to work.</p>
Reinstatement	Employee will be returned to previous position or substantially equivalent position (except in limited, specific circumstances).
Teamshare Status	Pro-rated (for all leave amount increments including intermittent, reduced and full-time leave)

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Family and Medical Leave Act Policy (FMLA)

Eligibility

To be eligible for leave under the FMLA, an employee must have been employed by the Company for a total of at least 12 months and must have worked at least 1,250 hours (not including non-work time such as vacation or leaves) during the 12-month period immediately preceding the date the requested FMLA leave is to begin.

Where practicable, eligibility for leave should be determined prior to the date the leave is to commence. Employees should immediately contact the **Leave Representative at 1-866-DGS-FMLA** (1-866-347-3652) to initiate an FMLA leave request and notify his/her district manager. An employee on FMLA leave is required to report periodically on his or her status and intent to return to work. Upon return from leave, the Company will return the employee to his/her original position or a substantially equivalent position.

NOTE: *It is a violation of Company policy to deny or discourage an employee from exercising his/her rights or retaliate against an employee who has exercised his or her rights under the FMLA.*

Eligibility

Under the FMLA, eligible employees are entitled to up to 12 workweeks of unpaid leave within any 12-month rolling period (measured backward from the date the employee's leave begins) for the following reasons:

- The birth or adoption of a child or the placement of a foster child with the employee
- To care for a family member (parent, child or spouse) with a serious health condition
- The employee's own serious health condition that prevents the employee from performing his or her job

The phrase "serious health condition" means an illness, injury, impairment or physical or mental condition that involves:

- inpatient care in a hospital, hospice, or residential medical care facility and period of recovery there
- "continuing treatment" by a health care provider
- pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence.

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- a chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g. asthma, diabetes). A visit to a health care provider is not necessary for each absence.
- a permanent or long-term condition for which treatment may not be effective (e.g. Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment.
- any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g. chemotherapy or radiation treatments for cancer).

Continuing Treatment

"Continuing treatment by a health care provider" includes any period of incapacity due to a health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

1. treatment two or more times by or under the supervision of a health care provider; or
2. one treatment by a health care provider with a continuing regimen of treatment

FMLA Counting Method

Dollar General calculates leave eligibility based on a 12-month rolling period measured backward from the day the leave is to begin. An employee is not required to use granted vacation (if available) during FMLA leave. An employee can elect to use available paid leave concurrently with unpaid leave.

Leave for the birth of a child or the placement of a child for adoption or foster care must conclude within twelve months of the birth of the child or placement of the child into the employee's care. Holidays which occur while an employee is on FMLA leave will be counted towards the employee's FMLA entitlement.

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Leave Requirements: Employee Notice

- Where the need for leave is foreseeable, an employee should provide the Company with 30 days advance written notice of a request for leave. However, if 30 days advance notice is not practical or possible (e.g., an emergency), then the employee must give notice as soon as possible (i.e., at least verbal notification within two business days of when the need for leave becomes known to the employee).
- Unauthorized work for personal gain while on leave is prohibited. Violations may result in termination. See the Moonlighting Policy for more details regarding when an employee may hold a second job.
- If the employee can return to work sooner than anticipated, the employee must give the Company at least two business days notice of the changed circumstances.
- If an employee does not return to work after the expiration of 12 workweeks of FMLA leave, the Company may terminate the employee (unless additional leave is required by federal or state law or regulation). In that case, the employee may be eligible for COBRA health/insurance coverage. If an employee is unable to return to work by the end FMLA leave because of a physical or mental condition (including continuation of a serious health condition), he/she should contact his/her supervisor or district manager to discuss possible alternatives and/or accommodations, such as an additional leave. If an additional leave is granted, the employee may be required to pay the COBRA coverage continuation premium rate to continue health/dental coverage.

Medical Certification

Employees taking FMLA leave to care for a parent, child or spouse with a serious health condition or for the employee's own serious health condition will be required to provide medical certification in support of their requests. The medical certification form must be obtained from and returned to Human Resources by the employee within 15 days from the date that he/she was notified of the medical certification form completion requirement. Failure by the employee to provide this form can result in a delay or denial of the employee's request for leave.

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Return to Work Release

An employee returning to work from FMLA leave (or any other leave) due to the employee's own serious health condition will be required to submit a release to return to work ("Fitness for Duty") certificate from the employee's health care provider. Failure to return to work at the end of the designated leave may result in progressive counseling up to and including termination, unless additional leave is necessary to comply with federal or state law.

Key Employees

Under limited circumstances, where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly paid "key" employees after using FMLA leave during which health coverage was maintained. A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

Spouses

When eligible spouses are both employed by the Company, the spouses are entitled to a combined total of 12 workweeks of FMLA leave if the leave is taken for:

- The birth of a child or the placement of a child for adoption or foster care
- To care for a sick parent
- Eligible spouses are not limited to a combined total of 12 workweeks if the leave is for the serious health condition of the employee or the employee's spouse or child

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Reduced Schedule Leave or Intermittent Leave

Reduced schedule leave or intermittent leave can be taken to care for the health condition of a parent, child or spouse or for the employee's own serious health condition if such leave is medically necessary. If an employee needs intermittent or reduced schedule leave:

- The employee must make a reasonable effort to schedule planned medical treatment so as not to unduly disrupt the operations of the Company.
- For a reduced schedule or intermittent leave due to medical treatment, the employee must submit a medical certification form stating the reasons that the leave is necessary, the dates the treatment will be given and the duration of the treatment. (The employee may obtain the certification form by contacting the Leave Representative.)
- The Company may require the employee to transfer temporarily to an available alternative position which can better accommodate the modified leave than the employee's current position (but only for the period during which leave is being taken), assuming the employee is qualified to perform the alternative position. This position must have equivalent pay and benefits.

If an employee takes intermittent or reduced schedule leave, only the amount of leave actually taken will be counted toward the 12 weeks of leave to which an employee is entitled. The Company tracks such leave in quarter-hour increments.

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Medical Absence Leave

Definition	This leave is designed for employee's own "serious health condition" where employee is ineligible under FMLA or after FMLA is exhausted, if necessary.
Eligibility	No waiting period for regular full-time and part-time employees.
Criteria for Leave	<ol style="list-style-type: none"> 1. Partner with your manager 2. Contact the Leave Department toll-free at 1-866-DGS-FMLA 3. Meet the FMLA definition of a "serious health condition", or as required to comply with other federal or state law or regulation 4. Provide medical certification from physician and fitness for duty prior to returning to work 5. Leave must be taken in at least one work-day increments
Period of Leave	Up to 4 work weeks combined leave for full-time employees and up to two work weeks combined leave for part-time employees in a rolling 12-month period (counted same as FMLA). Employment may be terminated at the end of the leave if the employee does not return to work, unless further accommodation is required under federal or state law.
Pay Continuation Status	Unpaid. Vacation time may be used.
Benefit Status	Medical and welfare benefits will continue during length of leave through payroll deduction or remitting premiums timely. Use of your Health Care and or Dependent Care Flexible Spending Account will be suspended, unless receiving pay through payroll. Employees enrolled in Starbridge should contact the Benefits Service Center immediately at 1-877-885-5735. All benefits will terminate at the end of the leave period. COBRA may apply. Benefits will be reinstated if the employee contacts the Benefits Department in writing within 31 days of returning to work. Employee and employer contributions to the retirement plan will cease if not receiving pay through payroll.
Reinstatement	Employees generally are not entitled to return to their previous position following a medical leave, except where required by law.
Teamshare Status	Pro-rated (for all leave amount increments including intermittent, reduced and full-time leave)

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Personal Leave

Definition	This leave is designed for employees in the event they require a non-medical leave of absence.
Eligibility	No waiting period for full-time and part-time employees.
Criteria for Leave	All personal leaves are at the discretion of the district manager and are generally only approved in emergency situations. Leave must be taken in at least one-day increments. Contact the Leave Department toll-free at 1-866-DGS-FMLA.
Period of Leave	Up to 4 work weeks combined leave for full-time employees and up to two work weeks combined leave for part-time employees in a rolling 12-month period (counted same as FMLA). Employment may be terminated at the end of the leave if the employee does not return to work, unless further accommodation is required under federal or state law.
Pay Continuation Status	Unpaid. Vacation time may be used.
Benefit Status	<p>Rewrite of Benefit Status: All medical and welfare benefits will terminate, and COBRA will apply if applicable. Use of your Health Care and or Dependent Care Flexible Spending Account will be suspended, unless receiving pay through payroll. Employees enrolled in Starbridge must contact the Benefits Service Center at 1-877-885-5735 immediately. Employee and employer contributions to the retirement plan will cease if not receiving pay through payroll.</p> <p>Benefits will be reinstated if employee contacts the Benefits Department in writing within 31 days of returning to work.</p>
Reinstatement	Employees generally are not entitled to return to their previous position following a personal leave.
Teamshare Status	Pro-rated (for all leave amount increments including intermittent, reduced and full-time leave)

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Military Leave

Definition	This leave is designed for employees (full-time and part-time) who serve (through active duty or called-up to active duty) in any branch of the Armed Forces, National Guard or Reserve training.
Eligibility	No waiting period
Criteria for Leave	Employee must provide advanced written or verbal notification to his/her supervisor, including a copy of the military orders where possible.
Period of Leave	Up to five years (or more in certain circumstances).
Pay Continuation Status	0 to 26 weeks of supplemental pay based on length of service. Supplemental pay is the difference between the employee's military pay and regular pay at Dollar General.
Benefit Status	<p>Benefits are continued at the same employee contribution level as if working during supplemental pay period. Afterward, benefits continue pursuant to USERRA or other applicable law. If not eligible for supplemental pay, benefits continue for 30 days. (COBRA may apply if benefits terminate.) Life and disability will continue to the same extent these benefits continue for other types of leave and credit for periods of military service will be given for retirement purposes.</p> <p>Benefits will be reinstated if employee contacts the Benefits Department in writing within 31 days of returning to work.</p>
Reinstatement	When possible, for military service of up to five years if certain requirements are met including release, proof of status and return date within specified period.
Teamshare Status	Pro-rated

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Funeral Leave

Definition	This leave is provided to all full-time and part-time employees in the event of the death of a relative, as defined below.
Eligibility	No waiting period.
Criteria for Leave	Death of spouse, brother, sister, child, parent, grandparent, grandchild, great-grandparent, great-grandchild, parent-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-brother, step-sister, step-grandparent, step-grandchild and dependent member of household.
Period of Leave	Up to three days of paid leave limited to the day before the funeral, day of the funeral and day after the funeral provided the employee is already scheduled to work any of these three days. Otherwise it is unpaid.
Pay Continuation Status	Full pay at regular rate of pay.
Benefit Status	Not applicable.
Reinstatement	Employees generally will return to their previous position following funeral leave.

2005 Dollar General Employee Handbook**Jury Duty**

Definition	This leave is designed for full-time and part-time employees who are called to serve jury duty.
Eligibility	No waiting period.
Criteria for Leave	Employees required to serve jury duty should give their supervisor a copy of the written court order request.
Period of Leave	For the entire period required by the court.
Pay Continuation Status	Full pay (Dollar General will provide the employee's regular pay amount less jury pay). See the SOP for specific instructions.
Benefit Status	Not applicable.
Reinstatement	Employees generally will be reinstated to previous position upon completion of jury duty.

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Status Change

To administer our pay and benefit programs properly, it is extremely important that the Company has up-to-date information on your status. It is your responsibility to keep HRIS updated.

Complete a **Personnel Action Form (PAF)** for any of the following status changes and submit to HRIS using the envelopes addressed to the Store Support Center:

- Name
- Marital Status
- Address
- Telephone Number

Other changes on your PAF (such as job code, department, job status, etc.) will be completed by your supervisor. Please contact your supervisor for Personnel Action Forms or call the Forms Hotline at 1-700-200-1234, extension 4175.

NOTE: *If you have a name change, you must attach to the PAF a copy of the Social Security Card with your new legal name.*

Promotions

Dollar General is always interested in promoting from within the Company. We are constantly searching for qualified or trainable people who are interested in advancement. Generally, promotions are based on an employee's:

- performance, conduct and attendance in current and previous jobs
- ability to learn the skills required for the new job
- willingness to assume additional responsibility
- willingness to relocate if required

To learn more about current career opportunities at Dollar General, employees should visit the Company web site at www.dollargeneral.com and click on the careers button located on the left side. From there select retail, store support center or distribution center positions.

If you are interested in being promoted, you should discuss this with your supervisor. Dollar General's management will help provide you with a good working climate and training to improve your skills. The rest is up to you!

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Transfer Policy

Dollar General reserves the right to transfer employees from one store to another as business needs dictate. Employees on written or final counseling may not be able to transfer to another position until 90 days or the end of the plan, whichever is greater. Please contact the district or region manager if there are extenuating circumstances. Transfers require approval of both the district manager in the employee's current district and in the district the employee will transfer to.

Attendance and Tardiness

Excessive absenteeism and tardiness have a negative effect on our productivity and quality of service. For this reason, Dollar General expects its employees to be present for work when scheduled and to call their supervisor if for any reason they cannot be at work at the scheduled time.

Employees are expected and required to report to their designated work locations at the time their work activity is to begin. Tardiness, unexcused absence or failure to report to work as required may result in progressive counseling. In the event an employee cannot report to work as scheduled, the employee must notify his/her supervisor at least one hour prior to the scheduled reporting time or be prepared to provide evidence of extenuating circumstances.

In the event that the manager responsible for opening or closing the store has an emergency, the manager must make contact and discuss the situation with his/her immediate manager as soon as possible. If the manager cannot be reached "live" then the next level of management should be contacted and the situation discussed with him/her. The store manager is ultimately responsible for making sure the store is operating during all business hours.

The employee is responsible for communicating with his or her supervisor as needed. In all cases of an employee's absence or tardiness, the employee should provide his or her supervisor with a reason for the absence and, if applicable, the probable duration of the absence. This will enable the workload to be distributed, if necessary, so that service to our customers will not be affected.

Excessive absenteeism, regardless of the reason(s), will be evaluated on a case-by-case basis to determine the need for progressive counseling up to and including termination from the Company. Managers are encouraged to partner with their district manager to determine the appropriate action. An employee who is absent without notice or authorization from his/her supervisor for three or more consecutive scheduled workdays will be considered to have abandoned his/her job and will be automatically removed from the payroll, unless the employee can provide verifiable evidence of extenuating circumstances. Please contact your supervisor for guidance.

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An employee who walks off the job or leaves the work area during scheduled work hours without authorization from a manager will be considered to have abandoned his/her job. The employee will be automatically terminated unless the employee can provide verifiable evidence of extenuating circumstances. The employee may be asked to provide verifiable evidence of extenuating circumstances (doctor's excuse, funeral obituaries, etc.).

NOTE: *Qualified absences for eligible employees related to FMLA and/or other leaves of absence taken in accordance with Company policy or pursuant to applicable law will not lead to Progressive Counseling.*

Progressive Counseling

Progressive counseling is used to document unacceptable performance, conduct or attendance issues and to positively reinforce performance improvement. The performance, conduct and attendance standards contribute to the ability to perform effectively and create a positive, equitable and values-driven environment. The appropriate level of progressive counseling is determined by the severity of the attendance, conduct or performance issue.

The purpose of the progressive counseling is to communicate unacceptable performance, conduct or attendance issues and develop an action plan which results in standard or above standard performance, conduct or attendance. However, these procedures are guidelines only and the Company specifically reserves the right to terminate any employee at any time when the Company determines it to be appropriate under the circumstances.

Reasons for Counseling and/or Termination

The disciplinary action that will be taken in a particular case will depend on the circumstances involved, including the severity of the offense, the employee's past record and other relevant factors. The following are some **examples** of violations (NOT all-inclusive) for which even the first offense may lead to progressive counseling and/or termination from the Company:

1. Violation of the Code of Business Conduct and Ethics
2. Smoking Policy violations
3. Excessive absences or tardiness
4. Unapproved absence from work
5. Taking unauthorized and/or extended breaks
6. Walking off the job or leaving your work area during scheduled work hours without authorization
7. Working overtime without authorization

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8. Working hours for which you did not clock in or out (working off the clock) or instructing someone to work off the clock
9. Allowing a minor to perform work for the Company (except in those states approved by the Company as part of the Hiring Minors program)
10. Accepting merchandise for time worked
11. Allowing friends, family or any other individuals who are not employees to work
12. Personal use of Company credit card
13. Substandard performance or conduct
14. Parking in unauthorized areas
15. Eating and drinking in unauthorized areas
16. Violation of Personal Appearance and Dress Code Policy
17. Unauthorized personal use of Company telephones
18. Solicitation, distribution or loitering on Company property
19. Gambling on Company property or at Company sponsored events
20. Sexual harassment or any other form of harassment, discrimination or inappropriate conduct
21. Conviction of a felony or other crime which may be detrimental to the interests of the Company
22. Immoral or indecent conduct on Company property or at Company sponsored events
23. Use of profane or abusive language in the workplace, including use of racial, gender, ethnic or religious slurs
24. Willful destruction or theft of your co-worker's, Dollar General's, customer's, vendor's or contractor's property
25. Unauthorized use or removal of Company property, equipment or information
26. Falsifying Company documents, including time records
27. Fighting on Company property or inciting a fight
28. Failure to immediately report an accident involving yourself or any vehicle or equipment you may be operating
29. Violation of Drug and Alcohol Policy
30. Insubordination, including, but not limited to, failure to follow the reasonable instruction of your supervisor; the failure to submit to testing as required by the Company's Drug and Alcohol Policy or failure or refusal to participate in an internal investigation

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31. Failure to control inventory
32. Failure to protect Company assets
33. Release of proprietary/confidential information
34. Failure to submit, follow-up or meet Dollar General hiring criteria related to pre-employment background checks, drug testing, etc.
35. Possession of a weapon (examples include: gun, knife, stun gun, mace, pepper-spray and other weapons) on Company-owned or leased property or at Company-sponsored events
36. Mishandling of Company property or assets (including, but not limited to: borrowing money from the Company, cash shortages, giving keys to unauthorized personnel, deposit shortages, late deposits, etc.)
37. Sleeping or loafing on the job
38. Creating a hostile work environment
39. Failure to properly ring and/or record all sales through the register
40. Unauthorized personal use of cellular phones and/or pagers during work hours
41. Willfully and deliberately clocking in or out for another employee
42. Driving on behalf of the Company without a valid driver's license
43. Having in your possession or being under the influence of alcohol or illegal drugs in the workplace
44. Violation of the Personal Relationship Policy
45. Posting proprietary information or making derogatory comments regarding Dollar General on message boards or other public sites
46. Failure to cooperate with a police investigation involving the Company or failure to cooperate in any Dollar General Company investigation
47. Solicitation when either the employee soliciting or being solicited is supposed to be working (work time)
48. Distribution of any non-Company literature or written material in a work area or during work time
49. Providing or agreeing to provide false or misleading information pursuant to a Company investigation or inquiry
50. Stealing merchandise or money from the Company, employee, customer, vendor or contractor (Dollar General prosecutes employees caught stealing from the Company)
51. Violation of the Employee Check Policy
52. Allowing non-Dollar General employees in the store before or after store hours

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53. Failure to open the store on time or closing the store early
54. Using Dollar General's name for personal use, e.g. credit card, phone
55. Any unlawful activity on Dollar General property
56. Failure to report knowledge of another employee's theft
57. Policy violations relating to computers and voicemail
58. Removing customer's lost items from the store and taking them home
59. Violation of any policies outlined in the Employee Handbook
60. Accepting product previously or otherwise for sale by Dollar General vendors
61. Providing employment references on former or current employees to other organizations
62. Participating in or allowing horseplay on Company property
63. Making change for a customer without a transaction (i.e., when they have not made a purchase)
64. Recording conversations in person and/or over the phone without the prior consent of all involved parties

Employment of Relatives

Working with "close relatives" may lead to a number of awkward situations that work to the disadvantage of both the employee and the Company. Therefore, Dollar General has established the following policy:

- No employee may work under the immediate supervision of a close relative.
- Two or more employees who are close relatives may not be assigned to work in the same store.
- Managers who knowingly allow violations of the Employment of Relatives Policy may be subject to disciplinary action up to and including termination from the Company.
- Dollar General prohibits hiring a close relative of a Company officer (VP and above) or Board member
- Should two employees become relatives through marriage, the employees have the option of deciding who will resign or ask for a transfer, if available. If that option is not exercised within 30 days, Dollar General may select which employee will resign or transfer (depending upon the availability of positions).
- Cohabitation: People sharing the same address and/or home are not allowed to work together in the same store. Such a relationship may create a conflict of interest for the Company.

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Who are close relatives?

- Husband, wife
- Brother, sister
- Parent, child
- Grandparent, grandchild
- In-laws (such as parent-in-law, grandparent-in-law, son-in-law, daughter-in-law, grandson-in-law, granddaughter-in-law, brother-in-law, and sister-in-law)
- Step-relatives (such as step-parent, step-child, step-brother, step-sister, step-grandparent, step-grandchild)
- Aunts, uncles, nieces, nephews and first cousins

NOTE: *This policy became effective 5-1-90. All persons involved in a working relationship with a close relative prior to the effective date of this policy will not be affected in their current working relationship unless problems arise out of that relationship. Employees violating this policy are subject to termination from the Company.*

Personal Relationship Policy

The Company prohibits supervisors from dating employees whom they supervise, whether directly or indirectly. When a manager makes an advance to a subordinate, the employee is placed in an uncomfortable position. While we do not want to interfere with the personal lives of our employees, we recognize that this type of relationship has a high risk of creating an adverse effect on the job. Thus, the Company strictly prohibits supervisors from dating or otherwise making advances toward their employees, even if it is believed the advance is welcomed. Violation of this policy could lead to disciplinary action up to and including termination.

Protection of Company Assets

Dollar General employees are responsible for protecting the Company's assets. Success in business is measured in large part by profits. Dishonesty and theft reduce a company's profits. Each employee has a responsibility to be productive and help make Dollar General successful. Included in that responsibility is the obligation to be honest, work hard and report unlawful acts or violations of Company policy. If you suspect or know of someone who is stealing, you should report his/her name to your supervisor or the Company Shrink Tip Hotline. Refer to the SOP for details on the STARS Program (Store Teams Actively Reducing Shrink).

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Dollar General will make every reasonable effort to ensure you will remain anonymous, and you will have the satisfaction of knowing that your efforts will help make Dollar General a more successful Company.

Consent to a search is required as a condition of employment with Dollar General, and the refusal to consent may result in disciplinary action, including termination from the Company, even for a first refusal. Failure to report unlawful acts may result in termination from the Company. **Dollar General will prosecute any employee caught stealing from the Company.**

Dollar General purchases equipment, tools and supplies for the specific purpose of conducting Dollar General business. Unauthorized removal of Dollar General property from Dollar General's facilities is a violation of Dollar General policy and may be a violation of the law. Dollar General equipment generally should not be used for non-Dollar General business. Any improper use of Dollar General's assets, whether for personal or business purposes, including the misapplication or improper use of corporate or customer funds or property or the unauthorized use or publication of intellectual property, is prohibited and may be unlawful.

**Shrink Tip Hotline
1-800-334-9338**

Work Safety

Dollar General is committed to providing a safe working environment for our employees. Every Dollar General employee is expected to support the safety effort and take action to prevent accidents.

Employees who work in positions which require driving on behalf of the Company must have a valid driver's license. It is expected that you make your supervisor aware of your lack of a valid driver's license, if asked to drive for business. Failure to do so may result in disciplinary action, up to and including termination even for the first offense.

Never put yourself or others in the store in danger. Only the store manager, assistant store manager and certain authorized persons have the authority to question and apprehend shoplifters. You must have approval from the Asset Protection Department before prosecuting a shoplifter. Please reference the Standard Operating Procedures Manual for more details on the proper procedure for handling shoplifters.

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If you have any safety concerns or suggestions, discuss them with your supervisor, district manager or Risk Management. Immediately report any unsafe conditions. Dollar General forbids retaliation against employees who make good faith complaints about safety issues.

NOTE: *Employees who commit acts which endanger the safety of themselves or others are subject to disciplinary action up to and including termination from the Company even for a first offense. As previously noted, weapons are not allowed at the workplace or on Company property. Disciplinary action up to and including termination may result for this offense.*

Use and Care of Equipment

No one under the age of 18 is allowed to operate or use the electric pallet jack, electric lift truck/walkie stacker, floor buffer, floor scrubber, and baler. All equipment is to be operated by authorized personnel only after daily operation checklists have been completed. Use the equipment for stated use only. At no time is an employee allowed to ride on the equipment or be lifted.

Policy violations regarding the safe and correct use of power equipment will result in disciplinary action, which may include termination even for the first offense.

Running and Horseplay

Be considerate of your co-workers and provide a safe and pleasant working environment for everyone. Running, horseplay or throwing objects on the job may result in serious injury and are prohibited. Policy violations will result in disciplinary action, which may include termination even for the first offense.

Accident and Injury Prevention

It is extremely important for every Dollar General employee to look for opportunities to prevent accidents.

Lifting Boxes, Cartons or Heavy Objects

- Size up the load, determine the weight, get help if needed.
- Use your legs, keep your back straight, avoid bending and twisting at the waist.
- Keep the load close to your body.
- Whenever possible, push – do not pull.

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Ladder Use

- Check the ladder to make certain it is in good condition and that the steps are clean and free of debris.
- Never use a ladder on uneven surfaces and always make certain the ladder is on a clean, even and stable surface.
- Use the hand-off method – always have someone on the ground to hand items to/from the person on the ladder.
- Do not climb to the top or next to the top step of a ladder.
- Always have a co-worker hold the ladder steady.

Stocking Merchandise

- Always remove cardboard and other packaging debris and place it on a cart, in a trash can or in another box to keep it off the floor and out of the path of customers and co-workers.
- When discarding trash, employees must never enter the dumpster. Items should be removed from the aisles as quickly as possible.
- Try to avoid staging merchandise in the aisles. If it is necessary, pay attention to customer traffic and make certain any items placed in the aisle are clearly visible to your co-workers and customers.
- When stocking, remember to avoid blocking a customer's access to merchandise and do your very best to offer assistance.

Truck Day (for non-rolltainer stores)

The activities associated with Truck Day present a number of safety challenges. Please consider the following:

- Before the truck arrives, plan the activities and make certain the stockroom is arranged to eliminate any obstacles and to maximize available space.
- Check your equipment. Make certain the rollers are stable, all u-boats have the handles secure and two-wheelers are in good shape.
- When the truck arrives, stay inside the building. If someone must assist the driver in backing-up, he/she should always be in clear sight of the driver and always avoid blind spots.
- Stay clear when opening the trailer doors.
- Prepare your muscles and joints by stretching and warming up.
- Use teamwork on heavy and odd-shaped items.
- As you take merchandise to the sales floor, pay attention and watch out for customers.
- On warmer days, drink plenty of water or other fluids to help control fatigue.

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Flooring Surfaces

- Clean-up spills and remove foreign objects from the floor as soon as possible.
- If there are any uneven edges or seams on the tile or carpet, notify your supervisor immediately and warn others in the area of the hazard.
- Watch out for worn entry mats and make certain they are flat on the floor.

Electrical Equipment

- Watch out for tripping hazards such as electrical cords and computer lines. Extension cords are for temporary use; warn others if an extension cord is on the floor.
- Use caution plugging and unplugging electrical cords and watch for frayed wires.
- Keep electrical panels clear and accessible.

Personal Security

- If arriving before sunlight, or leaving after dark, always park in an area with good lighting.
- Before parking, drive around the parking lot and look for anything unusual.
- If you notice a person who could be viewed as a threat, leave the property and call your supervisor and advise them of the situation as soon as possible.
- Keep purses or valuable articles in a locked cabinet or drawer.
- Always remember, safety comes in larger numbers, so ask others to join you when leaving after normal hours.
- When taking bank deposits, be especially cautious and pay close attention to your surroundings.

Do not give information regarding the security system including access codes to non-management employees or non-Dollar General employees. The violation of this policy may result in progressive counseling up to and including termination.

Fires/Emergency Evacuations

- Employees are **never** expected to fight a fire.
- Safe evacuation is your first and most important responsibility.
- When evacuating, make certain you assist any visitors who may be unaware of the evacuation routes.

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- After evacuating the building, take immediate action to call the fire department.
- Cooperate with the fire department.
- Contact your supervisor as soon as possible.
- If you or any of your co-workers are disabled and may need assistance during an emergency evacuation, please notify your supervisor and/or the person(s) responsible for emergency response planning.
- The door must have an operable panic bar to prevent entry from the outside, but it must allow exit from the inside without a key.
- **Never block an exit or place any objects or merchandise in an aisle or path leading to an exit.**

When an Accident Occurs

If an accident occurs, it is extremely important that it is reported **immediately** to your supervisor. It is equally important to report near-miss accidents to avoid future situations that could result in injuries or property damage.

Promptly reporting accidents allows Dollar General the opportunity to respond to your medical needs and to take action to prevent similar injuries or property damage.

The supervisor must complete an incident report and send the report to Risk Management. In addition, the supervisor must call the toll-free accident reporting hotline at 1-800-456-9446, ext. 5140. All serious injuries (requiring hospitalization) should be reported to Risk Management immediately.

Emergency Evacuations

- Stay calm and evaluate the situation. In some situations, especially during severe weather, stay in the store rather than evacuate. The safety of employees and customers is the highest priority.
- Call the Police/Fire/Emergency Medical Services or appropriate authorities to report the situation.
- If an evacuation is necessary, look for the safest route from the store and verify the exit is not blocked or locked.
- Evacuate the customers first. Ask them to leave any unpaid merchandise in the store.
- Provide assistance to disabled customers or employees.

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- Secure the store
 - Check restrooms and other hidden areas to confirm the building is empty
 - Remove all money from the registers and place in the store safe - be sure to lock the safe
 - Lock the store, unless the fire department or other authorities may need access to respond to the emergency situation

If the evacuation is due to a fire, employees are never expected or required to fight a fire.

Employee and Customer Injuries

See the SOP for specific procedures for handling employee and customer injuries.

OSHA "Right to Know" Requirements

As a general rule, OSHA requires every employer to inform its employees about hazardous chemicals in the workplace by means of labels and material safety data sheets. Please read all labels of materials that you may not be familiar with and follow the directions to avoid injury.

Customers and employees may contact the **Material Safety Data Sheets (MSDS) Program at 1-877-855-8797** for information regarding the hazards of our products or for more detailed information than appears on the label.

Food Handling Safety

Dollar General sells perishable foods (milk, bread, frozen food, etc.) where coolers are installed. Always follow safe food handling procedures as outlined in the Standard Operating Procedure Manual. Certain states and county health departments require that a store have one or more Certified Food Handlers on staff. Contact your supervisor regarding the need for a Certified Food Manager in your store.

Failure to follow safe food handling procedures could result in a food borne illness, fines, and prohibition to sell food. Policy violations regarding the safe handling of food will result in disciplinary action, which may include termination even for the first offense.

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Company Newsletter

Our Company's newsletter, *The Dollar General Story*, is published monthly for all employees of Dollar General and their families. It is one of the primary media through which we communicate announcements, news and employee features. It is published for your benefit, so you are encouraged to provide feedback. You may send suggestions via e-mail to: dgstorysuggestions@dollargeneral.com.

Response to Media

To maintain consistent communication with the news media, only designated management employees have the authority to respond to media inquiries and requests. As an employee of Dollar General you are responsible for helping to maintain our Company's image and the integrity of information released to the media. No employees should respond to or initiate contact with the media. Doing so may result in disciplinary action up to and including termination for the employee. All media calls should be directed to the Media Relations Manager at the Store Support Center at (615) 855-5209.

Clear Desk and Clear Screen Policy

1.0 General Overview

1.1 Purpose of this Policy

This document defines Dollar General's policy for properly securing desktop computers and confidential paperwork.

1.2 Audience

Employees of Dollar General's Store Support Center, Hong Kong, and Distribution Center locations are members of the intended audience for this document.

2.0 Policy

2.1 General Requirements

Dollar General's employees shall act diligently to maintain the confidentiality and integrity of the company's information. All Store Support Center and Distribution Center employees shall adhere to the following requirements.

- Paperwork containing confidential information shall not be left unattended. It is to be secured in a secure/locked location (e.g., locked cabinet).

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- Desktop computers shall not be left in a "logged in" state when they are unattended. They are to be locked (using "Control-Alt-Delete") or "logged off" when they are unattended. (Being outside of the immediate vicinity of the desktop computer or confidential paperwork for two or more hours shall be considered unattended.)
- Confidential information should be removed from printers and fax machines immediately.

Computer Usage Policy

1.0 General Overview

1.1 Purpose of this Document

This document defines Dollar General's policy for using the company's computing systems.

1.2 Audience

All users of Dollar General's computing systems are members of the intended audience for this document.

2.0 Policy

2.1 General Requirements

Users of Dollar General's computing systems shall act diligently to maintain the confidentiality and integrity of the company's information. All Store Support Center and Distribution Center employees shall adhere to the requirements defined in this policy.

Users of Dollar General's computing systems are prohibited from using the company's computing systems to conduct any activity that is illegal under local, state, federal, or international law.

Users of Dollar General's computing systems are prohibited from using the company's computing systems to create, transmit, or store information or data that may be considered disruptive, defamatory, or offensive (e.g., offensive information or data concerning gender, disabilities, sexual orientation, pornography, religious beliefs or practices, national origin, political beliefs, threatening statements or content, etc.).

All data and information on Dollar General's computing system are subject to the company's Corporate Records Retention Policy.

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2.2 Privacy and Confidentiality

Users of Dollar General's computing systems shall have no expectation of personal privacy with regard to any information that is created, transmitted, received, or stored on the company's computing systems. All information on Dollar General's computing systems is the sole property of the company.

Dollar General reserves the right to monitor equipment, systems, network traffic, and all information created, transmitted, received, and stored on the company's computing systems.

Users of Dollar General's computing systems are prohibited from disclosing any and all of the company's proprietary and/or confidential information to any third-party, except where expressly permitted in writing.

Users are required to maintain the highest professional and ethical standards, as outlined in Dollar General's Code of Business Conduct and Ethics, while using the company's computing systems.

2.3 Password Policy

Users of Dollar General's computing systems shall adhere to the following Password Policy.

- Do not share Dollar General passwords with anyone for any reason
- Change passwords every 90 days at a minimum
- New passwords should be different than the previous five passwords used
- Always use strong passwords
- Use the following rules to create strong passwords
 - Use a minimum of seven characters
 - Use a combination of letters and numbers
 - Use both upper and lower case characters (e.g., a-z, A-Z)
 - Special characters may also be used (e.g., *@!)
 - Do not use:
 - Words that can be found in the dictionary (English or foreign)
 - Slang words
 - Names or titles
 - Personal information (e.g., birthdays, social security numbers)
 - Word or number patterns (e.g., aaabbb1, 123abc1)
- Do not use the "Remember Password" feature of applications (e.g., Outlook, Eudora, web sites)
- Example of a strong password – 1k5Lm25i

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2.4 Internet Usage Policy

Dollar General permits some of its computer users to access the Internet. Dollar General's Systems Administration and IT Security departments monitor the use of Internet access. Users who access the Internet shall adhere to the following requirements.

- The use of company-provided Internet access is intended exclusively for management-approved activities
- Intentionally accessing Internet sites with pornographic content is prohibited
- Users are prohibited from using the Internet to create, transmit, receive, or store the company's confidential information, except where expressly permitted in writing by an authorized Dollar General Employee (e.g., a System Design Document that has been authorized and signed by an IT Director)
- Users of Dollar General's computing systems are prohibited from using the company's computing systems to create, transmit, or store information or data that may be considered disruptive, defamatory, or offensive (e.g., offensive information or data concerning gender, disabilities, sexual orientation, pornography, religious beliefs or practices, national origin, political beliefs, threatening statements or content, etc.).
- Users are required to maintain the highest professional and ethical standards, as outlined in Dollar General's Code of Business Conduct and Ethics, while using the company's computing systems

2.5 Email Usage Policy

Users of Dollar General's email systems shall have no expectation of personal privacy with regard to any information that is created, transmitted, received, or stored on the company's email systems. All information on Dollar General's email systems is the sole property of the company.

Dollar General reserves the right to monitor equipment, systems, network traffic, and all information created, transmitted, received, and stored on the company's email systems.

Users are required to maintain the highest professional and ethical standards, as outlined in Dollar General's Code of Business Conduct and Ethics, while using the company's email systems.

Users of Dollar General's email systems shall adhere to the following requirements.

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- Do not open email attachments of any kind from an unknown sender.
- Viruses are commonly transmitted through emails; therefore, Dollar General requires that users of the email system take special precautions with regards to email messages that appear to be suspicious – users are to DELETE (without opening) email messages that appear to be suspicious.
- SPAM email messages are email messages that originate outside of Dollar General's network. They are normally advertisements or "chain emails." SPAM messages use a great deal of email space and overload the company's email systems. Furthermore, SPAM messages are frequently harmful, and they may contain viruses. Dollar General requires that users of the email system take special precautions with regards to SPAM email messages – users are to DELETE (without opening) email messages that appear to be SPAM.
- Users of Dollar General's email systems are prohibited from using the company's email systems to create, transmit, or store information or data that may be considered disruptive, defamatory, or offensive (e.g., offensive information or data concerning gender, disabilities, sexual orientation, pornography, religious beliefs or practices, national origin, political beliefs, threatening statements or content, etc.).
- Users are prohibited from using the email systems to create, transmit, receive, or store the company's confidential information, except where expressly permitted in writing by an authorized Dollar General Employee (e.g., a System Design Document that has been authorized by an IT Director).
- Email messages and files are intended to be short-lived. As company-owned records, they are subject to Dollar General's Records Retention Policy. They should be purged on a regular and timely basis. Email messages and files that require long-term storage should be removed from the email system and retained in an alternate storage area.
- All persons are prohibited from accessing email mailboxes without being formally authorized to do so. This authorization may be in the form of an information-access form, a production change form, or other formal, documented approval form. Systems Administrators are prohibited from accessing email mailboxes, except when there is a legitimate business need for such activity.

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2.6 Computer Equipment and Software Policy

2.6.1 General Requirements

Dollar General's computing systems are intended to be used for business purposes. As such, users are not permitted to modify the configurations of the company-owned computers without formal approval from an Information Systems representative. Users shall adhere to the following requirements.

- Do not modify, tamper with, or add hardware to company-owned computers
- Do not modify or tamper with software on company-owned computers
- Do not modify the operating systems of company-owned computers
- Do not install unauthorized software on company-owned computers
- Do not use wireless technology on company-owned computers

2.6.2 Privacy and Confidentiality

Users of Dollar General's computing systems shall have no expectation of personal privacy with regard to any information that is created, transmitted, received, or stored on the company's computing systems. All information on Dollar General's computing systems is the sole property of the company.

Dollar General reserves the right to monitor equipment, systems, network traffic, and all information created, transmitted, received, and stored on the company's computing systems.

2.6.3 Exceptions

Members of Dollar General's Technical Services department are responsible for testing, installing, and supporting new and existing applications and operating systems. Members of this department are permitted to deviate from the requirements defined in Section 2.6.1 when there is a business reason for doing so.

2.7 Remote Access Policy

Dollar General provides some users with the ability to connect to the company's network from locations outside of the company-owned locations using "Remote Access Services."

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2.7.1 General Requirements

Users of the company's Remote Access Services shall adhere to the following requirements.

- User are prohibited from simultaneously connect to Dollar General's network and any other network.
- Users are to ensure that the anti-virus software on their computers is actively running and up-to-date
- Users are prohibited from configuring connections for "split-tunneling" or "dual-homing"
- All computers that connect to the company's networking using Remote Access Services must meet the following minimum requirements:
 - Microsoft Windows 2000 or XP operating system
 - Microsoft Internet Explorer ("IE") version 5.5 with Service Pack 1 or higher
 - Active and up-to-date anti-virus protection
- Users shall not install Dollar General's software on any computer (personal or Dollar General-provided) without proper authorization from a member of the Technical Services department

Organizations or individuals who wish to implement non-standard remote access solutions to the Dollar General network must obtain formal approval from the Sr. Director of Technical Services or the Vice President of Information Systems.

2.7.2 Exceptions

Members of Dollar General's PCNS, Network Administration and IT Security groups are responsible for testing, installing, and supporting new and existing remote access systems. Members of these groups are permitted to deviate from the defined policy when there is a business reason for doing so.

2.7.3 Definitions

Cable Modem – Cable companies such as Comcast provide Internet access over Cable TV coaxial cable. A cable modem accepts this coaxial cable and can receive data from the Internet.

Dial-in Modem – A device that connects computers to each other for sending communications via the telephone lines.

Dual Homing – Having a connection to more than one network at the same time.

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DSL – Digital Subscriber Line (DSL) is a form of high-speed Internet access that works over standard phone lines.

Frame Relay – A form of high-speed access normally used to connect different companies together.

ISDN – Integrated Services Digital Network is an older version of high-speed dialup. Unlike DSL and cable modems, ISDN still requires a phone call like a Dial-in Modem.

Remote Access – Any access to Dollar General's corporate network from a remote location.

Split-tunneling – Simultaneous direct access to a non-Dollar General network (such as the Internet, or a home network) while connected into Dollar General's corporate network via a VPN tunnel.

VPN – Virtual Private Network (VPN) is a method for accessing a remote network via "tunneling" through the Internet.

2.8 Laptop Computer Policy

2.8.1 General Requirements

Dollar General provides some users with laptop computers. In addition to the requirements defined in the company's Computer Usage Policy, Laptop users must also adhere to the following requirements.

- Laptop computers can easily be stolen or damaged. Laptop users are to protect the company's Laptop computers from theft and damage by securing them in a locked location when they are not in use.
- Laptop computers are to be transported in a protective case (e.g., a Laptop bag)
- Laptop users are to adhere to the following guidelines for proper Laptop care
 - Maintain direct supervision of the Laptop at all times
 - Do not check the Laptop as "luggage" at the airport
 - Do not place drinks or food in close proximity to the Laptop
 - When the Laptop is turned on, it must be on a flat, solid surface to enable proper airflow. The Laptop will overheat without proper airflow.
 - The Laptop user's hands should be clean to avoid damaging the keyboard
 - Laptop users should backup important data on a CD, floppy disk, or network drive to avoid data loss

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- Laptop users are not permitted to connect company-owned laptops to broadband internet services in offsite locations
 - Connecting to a hotel's broadband internet service, for example, forces the user's laptop to join the hotel's insecure network, thereby compromising the security of the laptop and the data stored on it
- Laptop users are not permitted to connect company-owned laptops to wireless internet services in offsite locations

2.8.2 Exceptions

Members of the Technical Services department's systems administration and security teams are permitted to make connections to offsite broadband and wireless internet services due to their specialized technical functions.

2.9 Computer Equipment Sign-Out Policy

2.9.1 General Requirements

All persons are required to obtain formal approval before removing a computer or computer-related equipment from a Dollar General facility. The following process is to be used to obtain the approval.

- The Requestor is to complete a Computer Equipment Sign-Out Form (this form is available on DGNet under Security Policies, All Employees)
- The Requestor is to specify the length of time he or she expects to have the equipment checked out
 - Periods of more than two weeks require approval from the Sr. Director of Technical Services
- This form is to be emailed to the "Helpdesk" email mailbox.
- If approved, the Helpdesk will send the Requestor an email stating that the request has been approved.
- The Helpdesk is to retain a copy of the request form for auditing purposes.
- Equipment is only to be check-out during normal business hours (Monday through Friday, 8AM – 5PM)

2.9.2 Exceptions

Laptop users are not required to check out their Laptop computers.

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Members of the Technical Services department provide support for the company's computing systems. Providing this support often makes it necessary for these persons to perform their duties outside of normal business hours. Members of this department may check out computer equipment outside of normal business hours when there is a business reason for doing so. These persons are required to complete a "Computer Equipment Sign-Out Form" and have a member of the Technical Services Management Team sign the form.

2.10 Web-based Remote Control Policy

No person is to allow an external party to initiate or conduct a web-based remote control session with a computer on Dollar General's network without first obtaining formal authorization from the Network Administration and IT Security departments. A web-based remote control session is one in which someone uses a computer outside of Dollar General's network to take control of a computer that is on Dollar General's network.

Formal authorization should be granted using the Web-based Remote Control Authorization form, which is located on DGNet under the Security Policies link. The following list provides examples of products that provide web-enabled remote control functionality: WebEx, GoToMyPC, PCAnywhere, and Timbuktu.

2.11 Instant Messaging Policy

No person is permitted to use Instant Messaging from a Dollar General-owned network without first obtaining formal authorization from the IT Security department. Formal authorization should be granted using the Instant Messaging Authorization form, which is located on DGNet under the Security Policies link. The following list provides examples of products that provide Instant Messaging functionality: ICQ, AOL Instant Messenger, Microsoft Netmeeting, MSN Messenger, Yahoo Messenger, Odigo, eShare, PeopleLink, Pager, PAL, PowWow, IMICI, and PHT.

3.0 Enforcement

Any person found to have violated this policy is subject to disciplinary action, up to and including termination of employment.

Wireless Network Policy

1.0 General Overview

1.1 Purpose of this Document

This document defines Dollar General's policy regarding wireless networks, such as 802.11, Bluetooth, and handheld devices, that connect to the company's network.

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1.2 Audience

Dollar General's employees, partners, and other affiliates are members of the intended audience for this document.

2.0 Policy

2.1 Company Locations

Dollar General prohibits the unauthorized use or installation of wireless technology in any location hosting one of the company's wired or wireless networks. This restriction applies to production, test, and development networks that connect to the company's network. Explicit authorization for wireless networks must be obtained through the Senior Director of Technical Services and/or the IT Security Manager.

Wireless networks enable multiple computers to communicate through airwaves instead of through a physical medium, such as an Ethernet cable. Since wireless networks communicate via airwaves, they effectively present the logical equivalent of an Ethernet network port to other wireless-capable devices within their "range" of communication.

Much of the wireless communication technology that is currently available fails to provide adequate protection from security standpoint. Very few vendors offer wireless technologies that are secure enough to be used in an environment hosting sensitive information. Furthermore, even when the appropriate vendors and technologies are utilized, an improper configuration will result in an insecure wireless network.

2.2 Offsite Locations

Much of the wireless communication technology that is currently available fails to provide adequate protection from security standpoint. Dollar General prohibits the unauthorized use of wireless technology on any device that makes a connection to a Dollar General network.

Examples of prohibited use of wireless technology are listed below.

- Users of company-provided laptops and other computing devices are not to add a wireless network card or other wireless device to those laptops or other computing devices. Further, devices that are approved for installation are to be installed by Dollar General-approved installers.
- The built-in wireless network cards in company-provided computers are to be disabled at all times.

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- Users are to disable the wireless networks cards in the non-Dollar General owned computers that are used to connect to the company's remote access services when connecting to those services.
- Users who have obtained proper authorization for using wireless communication devices are to disable those devices when they are not actively in use.

3.0 Enforcement

Any person found to have violated this policy is subject to disciplinary action, up to and including termination of employment.

Dollar General's employees and affiliates shall report any known violations of this policy to the IT Security Department or the Vice President of Information Systems immediately.

Computer Data Center Access Policy

1.0 General Overview

1.1 Purpose of this Policy

This policy defines Dollar General's requirement for controlling access to Dollar General's Data Centers in the Store Support Center, Distribution Centers, and Hong Kong offices.

1.2 Audience

Dollar General's employees and affiliates are members of the intended audience for this document.

2.0 Policy

2.1 Authorization

Dollar General's Data Centers house the company's computer and telecommunications equipment. The company's Data Centers are protected by electronic card systems and physical locks.

2.1.1 Store Support Center

In order to access the Data Center, a person must be formally granted access to the Data Center (access granted via the electronic card system's access list or a physical key), or the person must be escorted into the Data Center by an authorized person.

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Only the Vice President of Information Systems and the Sr. Director of Technical Services are permitted to approve electronic card or key access to the Data Center.

Vendors, contractors, consultants, and other third-parties are to be escorted into the Data Center by an authorized Dollar General Employee. Third-parties are not to be left unattended in the Data Center.

2.1.2 Distribution Centers

In order to access a Data Center in a Distribution Center, a person must be formally granted access to the Data Center (access granted via the electronic card system's access list or a physical key), or the person must be escorted into the Data Center by an authorized person.

Only the Distribution Center Managers are permitted to approve electronic card or key access to the Data Center in the Distribution Centers. Vendors, contractors, consultants, and other third-parties are to be escorted into the Data Center by an authorized Dollar General Employee. Third-parties are not to be left unattended in the Data Center.

2.1.3 Hong Kong Office

In order to access the Data Center, a person must be formally granted access to the Data Center (access granted via the electronic card system's access list or a physical key), or the person must be escorted into the Data Center by an authorized person.

Only a Director and the Sr. Hong Kong MIS Analyst are permitted to approve electronic card or key access to the Data Center.

Vendors, contractors, consultants, and other third-parties are to be escorted into the Data Center by an authorized Dollar General Employee. Third-parties are not to be left unattended in the Data Center.

2.2 General Requirements

The doors to the company's Data Centers are not to be kept open or unlocked.

Vendors, contractors, consultants, and other third-parties are to be escorted into the Data Centers by an authorized Dollar General Employee. Third-parties are not to be left unattended in a Data Center.

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Authorized Information Systems personnel and members of Dollar General's Executive Management Team are permitted to give tours of the Data Centers to third-parties, provided that the third-parties are not left unattended in a Data Center.

3.0 Enforcement

Any person found to have violated this policy is subject to disciplinary action, up to and including termination of employment.

Telephone and Voicemail Policy

1.0 General Overview

1.1 Purpose of this Policy

This policy defines Dollar General's requirement for telephone and voicemail usage.

1.2 Audience

Dollar General's employees and affiliates are members of the intended audience for this document.

2.0 Policy

Users of Dollar General's telephone and voicemail systems are required to maintain the highest professional and ethical standards, as outlined in Dollar General's Code of Business Conduct and Ethics, while using the company's computing systems

2.1 Telephone Usage Policy

The following standards apply to all Telephone users:

- Unless otherwise authorized, users of Dollar General's telephone systems are prohibited from recording communication, including in person and telephonic communication, with other Dollar General employees without the prior knowledge and consent of all parties to the communication.
- The Company's telephones are intended to be used for Company business. However, incidental and occasional use may occur if it does not generate a direct cost to the Company. Placing a long-distance telephone call does create a direct cost because the Company pays a charge for the call. Employees needing to make personal long distance calls should use their personal credit card or other personal, long distance billing methods as may be appropriate.

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- Employees are prohibited from changing telephone service or carriers, long-distance service, or adding features such as caller ID.
- Any communications by employees via the Voicemail system that may constitute verbal abuse, slander or defamation or that may be considered offensive, harassing, vulgar, obscene, or threatening is strictly prohibited. Offensive content would include, but not be limited to sexual comments or images, racial slurs, gender-specific comments, or any comments or language that would offend someone on the basis of his or her age, race, color, religion, sex (including pregnancy, child birth and related conditions), national origin, disability, citizenship status or any other characteristic protected by law.

2.2 Voicemail Usage Policy

The following standards apply to all Voicemail users:

- Do not share Dollar General passwords with anyone for any reason
- Messages should be retrieved two times a day (at a minimum), preferably at the start and end of each day
- When sending a group message, state at the beginning of the message which groups are included in the distribution list
- All users should record an "out of office" message when they are away from the office for one or more days
- Utilize distribution lists to schedule meetings
- Any communications by employees via the Voicemail system that may constitute verbal abuse, slander or defamation or that may be considered offensive, harassing, vulgar, obscene, or threatening is strictly prohibited. Offensive content would include, but not be limited to sexual comments or images, racial slurs, gender-specific comments, or any comments or language that would offend someone on the basis of his or her age, race, color, religion, sex (including pregnancy, child birth and related conditions), national origin, disability, citizenship status or any other characteristic protected by law.
- To facilitate the Company's business, an officer of the Company may allow a customer or vendor limited access to the appropriate Voicemail system, provided the user agrees to be bound by this policy.
- Employees are reminded that they should have no expectation of personal privacy with regard to any information or messages created, transmitted, received or stored on the Voicemail system. Employees using the Voicemail system for personal purposes do so at their own risk, with no expectation of privacy.

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- Information and messages on the Company Voicemail system are to be available only to authorized employees. Employees are not permitted to use pass codes not issued to the individual employee or not known to the Company system administrator. Employees are not permitted to use another employee's code or retrieve information stored on the system unless authorized to do so as part of their jobs.
- Approval of an officer of the Company is required to establish Voicemail group broadcast boxes.
- It is a violation of Company policy for any employee, including a system administrator or supervisor, to access the Voicemail mailboxes of other employees without legitimate business purpose and specific authorization from an officer of the Company.
- Any employee who fails to comply with any provision of this voice communications policy is subject to immediate disciplinary action up to and including termination, even for a first offense.

3.0 Enforcement

Any person found to have violated this policy is subject to disciplinary action, up to and including termination of employment.

High Level Security Policy

1.0 General Overview

1.1 Purpose of this Policy

This policy defines Dollar General's High Level Security Policy.

1.2 High Level Security Policy Defined

Dollar General's High Level Security Policy (HLSP) describes the company's general organizational principles and requirements as they relate to the security and protection of the company's information assets. The HLSP is also intended to demonstrate Executive Management's commitment to supporting and enforcing information security.

Dollar General publishes detailed security policies in addition to the HLSP. Detailed security policies provide support for the HLSP, and are written to address specific issues, practices, and technologies.

1.3 Scope

All of Dollar General's employees are required to comply with the High Level Security Policy and all other security policies, standards, and procedures.

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2.0 Policy

2.1 Responsibilities and Expectations

2.1.1 All Employees of Dollar General

Dollar General recognizes that securing the company's information assets is the responsibility of all of the company's employees, and that the effectiveness of security controls is dependent upon people. As such, Dollar General requires its employees to comply with the company's security policies, standards, and procedures.

Moreover, Dollar General requires that its employees help ensure that others are acting in compliance with security policies, standards, and procedures, and to report any known or suspected security violations to the VP of Information Systems or the IT Security Manager immediately.

Dollar General's employees must act diligently to prevent security breaches. Employees of Dollar General shall not participate in any activity that has the potential of compromising the security of the company's information assets.

Threats to the security of computers are pervasive. Computer viruses and other forms of malicious software are very serious threats to the security of Dollar General's information assets.

Users of Dollar General's computing systems must take care to prevent computer viruses and other forms of malicious software from entering the computing network by following all applicable security policies and procedures, including, but not limited to, policies for the appropriate use of email, remote access connections, and the company's internet access.

2.1.2 Executive Management

Dollar General's Executive Management team supports the company's information security initiatives and requires that the company's employees comply with all applicable security policies, standards, and procedures. Furthermore, the Executive Management team will enforce the disciplinary process when security violations occur.

2.1.3 IT Security

Dollar General's IT Security (ITS) department is responsible for ensuring that the company's security objectives are met. ITS shall investigate reported security violations and report the resulting information to the Executive Management team.

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2.1.4 System and Application Administrators

Appropriate Use of Advanced Permissions

Dollar General's systems and applications administrators have advanced permissions to access the company's information assets. These administrators are highly trusted employees of the company and, as such, they are required to take special care to ensure that information assets remain secure.

Systems and applications administrators are not to abuse or misuse their advanced privileges. For example, an administrator's advanced "technical" privileges may enable him or her to access the company's confidential information (e.g., Human Resources data); this does not imply that the administrator has the authority or right to access that information. Rather, the administrators are prohibited from accessing this confidential information for any purposes that are not directly related to their job functions.

Any employee or affiliate of the company knowing of or suspecting a violation of this policy must report such information to the VP of Information Systems or the IT Security Manager immediately. Any suspected violations of this policy will be investigated by the IT Security department and reported to Executive Management.

General Requirements

Dollar General's systems and applications administrators shall strive to protect the company's information assets from harm and inappropriate disclosure. Administrators shall strive to implement secure, stable systems and applications. Administrators shall not grant any person access to confidential information unless that person has the express permission to do so. Administrators shall take care to prevent the company's information systems and applications (including firewalls and network devices) from being exploited by malicious activity, including viruses and other malicious software.

2.2 Legislative, Regulatory, and Contractual Compliance

Dollar General is committed to meeting all prescribed security requirements that result from applicable laws, regulations, and contractual agreements. All of the company's employees shall strive to comply with all such security requirements.

2.3 Confidential Information

All employees of Dollar General shall strive to ensure that the company's business information is not compromised or released without proper authorization. The proper policies and procedures for accessing and releasing information must be followed.

OUR VALUES

Building our Company with persons:

- who are committed to integrity;
- whose maturity is evident in:
 - self-assessment;
 - sense of humor;
 - enthusiastic pursuit of mission;
- who demonstrate respect for the dignity, diversity and potential of others;
- who extend themselves for the DG family while crediting others for success.

Promoting leadership that results in team creativity, prompt, effective decision-making, and tough expense management.

Emphasizing strengths and learning from our mistakes.

Rewarding the results of hard work and striving to make it safe, simple, smart and fun.

Seeking true success that involves mutual gain.



DOLLAR
GENERAL
CORPORATION

OUR MISSION

Serving Others

For Customers...A Better Life

For Shareholders...A Superior Return

For Employees...Respect and Opportunity

OUR STRATEGY

A customer-driven distributor of
consumable basics.

OUR NICHE

Profitable small stores
delivering convenience and value

Dollar General Retail Employee Handbook

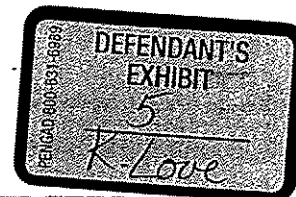
DG-HR-5003R 04/05



(See reverse side for complete instructions.)

Dollar General Personnel Action Form

PLEASE PRINT IN BLACK INK, AND ONLY COMPLETE SECTIONS THAT ARE CHANGING.

Social Security Number: 416-08-6715Employee Name: Kinera Love
(required for processing)Effective Date of Change: 10/24/05Store
Stamp/
Dept.
NameDollar General Store # 8605
1655 S College St
Ashburn, AL 36932-6699

Personal Changes

New Marital Status: ☐ Married ☐ Single

Name Change: (must attach a copy of Social Security Card showing the new legal name - required for processing)

Previous Name: _____ New Name: _____

New Address: Street Address: _____ City: _____

State: _____ Zip: _____ New Home Phone Number: (____) _____

Job Changes

☐ Promotion ☐ Demotion ☐ Lateral Transfer ☐ Pay IncreaseDept./Store/Cost Center: From: _____ To: _____ Rate of Pay: From: _____ To: _____
Per hour or annual salary Per hour or annual salaryJob Code: From: _____ To: _____ Shift Code: From: _____ To: _____
(Must change if promotion or demotion occurred)Position/Title: From: _____ Supervisor: _____
To: _____ Supervisor: _____Job Status: ☐ Full Time ☐ Part Time ☐ DG Temporary

Reason for Separation or Leave of Absence

Termination Date: 10/24/05

Leave Begin Date: ____/____/____

Last Day Worked: 10/14/05

Leave End Date: ____/____/____

Resign

- () 01 Dissatisfied with employment
() 70 Failed to return to work from leave
() 06 Health reasons
() 04 Moved from area
() 05 Personal reasons
() 02 Pursue another job
() 71 Resigned during investigation
() 07 Retirement (see instructions on reverse side for explanation)
() 03 Return to school
() 08A Without notice - 3 consecutive work days, no call-no show
() 08B Without notice - walked off job during scheduled work hours
() 08 Without notification (comments required below)

Discharge

(See instructions on reverse side prior to discharge.)

- () 14 Excessive tardiness or absenteeism
() 40 Failure to meet hiring/employment criteria (comments required below)
() 41 Falsifying records
(X) 42 Inappropriate conduct (comments required below)
() 13 Insubordination (comments required below)
() 43 Mishandling or failure to protect company funds or assets (cash shortages, borrowing money from Company, etc.)
() 10 Not meeting performance standards
() 44 Unauthorized removal or use of company property
(X) 46 Violation of company policy/procedure (comments required below)
(X) 47 Violation of safety rules

Leave of Absence

NOTIFY HR/HRIS FOR LEAVE APPROVAL

- () 27 Extended Medical Leave
() 24 Family Medical Leave (FMLA)
() 20 Medical Leave (not FMLA eligible)
() 22 Military Leave
() 28 Pending investigation
() 21 Personal Leave

NOTIFY RISK MANAGEMENT FOR W/C LEAVE APPROVAL

- () 23 Workers' Compensation

Miscellaneous

- () 15 Death
() 16 Elimination of position
() 60 Hired but never worked
() 19 Lack of work
() 18A Store closing - natural disaster (tornado, fire, etc.)
() 18 Store closing - other
() 17 Other (comments required below)

Comments: failed to be interviewed in a store investigation. Refused to speak with the Asset Protection Supervisor, on the issues that were in question.

I certify that all the information above is correct.

☒ Kinera Love
Employee Signature

Date

I certify that all the information above is correct.

☒ Shirley Brown
Manager/Supervisor Signature

Date